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, NOVEMBER 16, 2010 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Introduction of Brian Tapp, the new Executive Director of Central Arizona Association of Governments (CAAG), and to present an overview of CAAG activities. **(Maxine Brown)**

B Presentation by Patricia Power, Vice President of Bose Public Affairs Group, regarding recent lobbying efforts to secure federal funding for Gila County projects.

3 **PUBLIC HEARINGS:**

A **Public Hearing** - Information/Discussion/Action to approve Order No. LL 10-07, an application submitted by Michael R. Jelinek for a person to person transfer of a Series 9 liquor store license with an interim permit to operate for Tall Pines Market located in Payson. **(Marian Sheppard)**

4 **REGULAR AGENDA ITEMS:**

A Information/Discussion/Action to canvass the election results contained in the Official Canvass of the General Election held November 2, 2010, in Gila County, Arizona, and declare the results official. **(Linda Eastlick)**

B Information/Discussion/Action to approve Professional Consulting Services Contract No. 2010/100 between Gila County and Federal Compliance Consulting LLC in the amount of $105,000 whereby the supplier will provide Redistricting and Bailout consulting services for Gila County and affected jurisdictions through June 30, 2012. **(Linda Eastlick)**

C Information/Discussion/Action to approve an Intergovernmental Agreement between the Arizona Game and Fish Commission and the Gila County Sheriff's Office in the amount of $110,000 to provide adequate law enforcement and boating safety on Roosevelt Lake. **(Claudia DalMolin)**

D Information/Discussion/Action to approve General Support Agreement No. 1025-002 between Gila County and Hye Tech Network & Security Solutions, LLC, begininng November 16, 2010, through June 30, 2011, not to exceed 80 billable hours and/or $14,000. State Contract number EPS 060043-16-A1. **(Kaycee Stratton)**

E Information/Discussion/Action to approve a Telecommunications Services Agreement between Gila County and NPG Cable, Inc. for the period November 16, 2010, through November 15, 2013, which will provide point-to-point connection between the Gila County Payson Administration Building and the Gila County Sheriff's Office Payson Sub-Station for a one-time installation cost of $7,500 and a monthly recurring cost of $825. **(Kaycee Stratton)**

F Information/Discussion/Action to approve a Commercial Service Agreement between Gila County and Cable One Commercial Services for the period November 16, 2010, through November 15, 2013, to provide metro-fiber communications for the Gila County Courthouse, Guerrero Complex, Central Heights Facility, County Attorney's Office (downtown location), and the new Public Works Complex for a one-time installation cost of $1,500 and a monthly recurring cost of $3,455. **(Kaycee Stratton)**

G Information/Discussion/Action to approve the purchase of three (3) New World financial system computer software modules and associated hardware totalling $54,311. **(Joe Heatherly)**

H Information/Discussion/Action for the Board of Supervisors to retroactively authorize Steve Stratton, Public Works Division Director, the authority to sign various utility easements, bills of sale, and developer's affidavit that all liens have been paid, with Arizona Water Company and Arizona Public Service Company, all of which pertain to construction of the new Gila County facilities. **(Steve Stratton)**

I Information/Discussion/Action to authorize the Chairman's signature on the Utility Easement between Gila County and Arizona Public Service in order for Arizona Public Service to conduct the work necessary for construction completion of the new Gila County Jail. **(Steve Stratton)**

J Information/Discussion/Action to authorize the advertisement of Request for Sealed Bids No. 040108-1 for the Gila County Courthouse ADA/Access Improvement Project. **(Steve Stratton)**

K Information/Discussion/Action to authorize the advertisement of Request for Sealed Bids No. 092210-1 for the Central Heights Auditorium Remodel Project, Globe, Arizona. **(Steve Stratton)**

L Information/Discussion/Action to review all bids submitted for Request for Sealed Bids No. 060110-1 to provide janitorial services at the Globe County facilities; award to the lowest, responsible, and qualified bidder; and authorize the Chairman's signature on the Award Contract for the winning bidder. **(John Nelson)**

M Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. DE111165001) with the Arizona Department of Economic Security to provide Title IV-D child support services in Gila County for federal fiscal years 2011-2015. **(Bryan Chambers)**

N Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-09-123. **(Marian Sheppard)**

O Information/Discussion/Action to approve Gila County members serving on the Gila/Pinal Workforce Investment Board to be submitted for recertification to the Governor's Council on Workforce Policy. **(Barbara Valencia)**

5 **CONSENT AGENDA ACTION ITEMS:**

A Authorization of the Chairman's signature on Federal Financial Assistance Award of Domestic Grant 11-DG-11030121-005 between Gila County Public Works Division and the USDA, Forest Service, Apache-Sitgreaves National Forest in the amount of $601,065 to pave the FDR 512, Young Road.

B Approval of Homeland Security Grant Program Award SubGrantee Agreement No. 777304-01 between the Gila County Division of Emergency Management and the Arizona Department of Homeland Security in the amount of $14,000 to purchase 2 mobile storage units with supporting generators for the period October 1, 2010, through September 30, 2011.

C Approval of a Homeland Security Grant Program Award SubGrantee Agreement No. 777304-02 between the Gila County Division of Emergency Management and the Arizona Department of Homeland Security in the amount of $5,484 to provide training and exercises for the Gila County Community Emergency Response Team members under the Citizen Corp Program for the period October 1, 2010, through September 30, 2011.

D Approval of Amendment No. 1 - Subgrantee Agreement No. 09-AZDOHS-CCP- 555300-01 between the Gila County Division of Emergency Management and the Arizona Department of Homeland Security for FFY09 Homeland Security Grant Program Award for the period October 1, 2009 through December 31, 2010.

E Approval of Amendment No. 2 to existing Contract No. C051-09-02 between the State of Arizona, Department of Commerce Energy Office and the Gila County Community Action/Housing Services Department to provide additional funding in the amount of $27,039 for the period of July 1, 2010, through June 30, 2011, to continue providing weatherization services to income-eligible residents of Gila County.

F Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. HG854246) between the Gila County Office of Health and the Arizona Department of Health Services in the amount of $30,000 to provide Reproductive Health/Family Planning Services under Title V for the period of January 1, 2011, through December 31, 2012.

G Approval of Agreement #634280 between Gila County and Great America Leasing Corporation to lease a Konica Minolta Bizhub C552 copier system and a Bizhub 423 copier system for a period of 36 months at a cost of $571.11 per month for use at the Globe and Payson Clerk of the Superior Court Offices.

H Approval of a Document Conversion Services Contract between the Gila County Board of Supervisors and Lin-Cum, Inc. to meet Arizona Revised Statutes' requirement that all official minutes of the Board of Supervisors be scanned and microfilmed to rollfilm for archival purposes at an off-County site for the period September 15, 2010, through September 14, 2011.

I Approval to appoint Supervisor Tommie Martin to serve as a representative of Gila County on the County Supervisors Association Legislative Policy Committee for calendar year 2011.

J Approval of the August and September 2010 monthly departmental activity reports submitted by the Clerk of the Superior Court.

K Approval of the August 2010 monthly departmental activity report submitted by the Recorder's Office.

L Approval of the September 2010 monthly departmental activity report submitted by the Recorder's Office.

M Approval of the September 2010 monthly departmental activity report submitted by the Payson Regional Justice of the Peace.

N Approval of personnel reports for the weeks of November 2, 2010, November 9, 2010, and November 16, 2010.

O Approval of finance reports/demands/transfers for the weeks of November 2, 2010, November 9, 2010, and November 16, 2010.

6 **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.

7 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

Presentation Agenda Item Item #: 2- A

Regular BOS Meeting

Date: 11/16/2010

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

Department: Clerk of the Board of Supervisors

Presenter's Name: Maxine Brown

Information

Request/Subject

Introduction of the new Executive Director for Central Arizona Association of Governments with a brief overview of CAAG activities.

Background Information

The Central Arizona Association of Governments (CAAG) is a Council of Governments that serves as the regional planning agency for Pinal and Gila Counties. CAAG provides a regional forum for analysis, discussion, and resolution of issues including areas of transportation, environmental quality, community and economic development, job training, and social services.

The Central Arizona Association of Governments (CAAG) was formed in 1970 and incorporated in 1975. CAAG is one of six regional planning districts, or Councils of Governments (COGs), established by Executive Order 70-2 by the Governor of Arizona

Maxine Brown has served as the Executive Director of CAAG for many years and she recently retired from her position.

Evaluation

Ms. Brown has requested an opportunity to introduce Brian Tapp, the new Executive Director of CAAG, to the Board of Supervisors and provide an overview of CAAG activities.

Conclusion

CAAG and Gila County have worked closely together for many years and it would be advantageous for the Board of Supervisors and the public to meet the new Executive Director of CAAG and receive an overview of CAAG activities.

Recommendation

It is recommended that Ms. Brown be provided an opportunity to introduce Brian Tapp, the new Executive Director of CAAG, to the Board of Supervisors and to receive an update on CAAG activities.

Suggested Motion

Introduction of Brian Tapp, the new Executive Director of Central Arizona Association of Governments (CAAG), and to present an overview of CAAG activities. **(Maxine Brown)**

Presentation Agenda Item Item #: 2- B

Regular BOS Meeting

Date: 11/16/2010

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

Department: Clerk of the Board of Supervisors

Presenter's Name: Patricia A. Power

Information

Request/Subject

Presentation by Patricia Power, Vice President of Bose Public Affairs Group, regarding recent lobbying efforts to secure federal funding for Gila County projects.

Background Information

Since 2006, Patricia A. Power has provided consultant/lobbyist services to Gila County with the objective of searching out and securing federal funding for Gila County projects. Initially the County entered into an agreement with Jefferson Government Relations, LLC, which at that time was Ms. Power's employer. At the time that contract was up for renewal with the County, it was learned that company's focus had changed to the area of health care. At that time Ms. Power changed her employment to Bose Public Affairs Group, of which the County entered into an agreement with that company through June 30, 2011.

Evaluation

While Ms. Power maintains contact with Gila County and communicates with the Board members and staff electronically, regular face to face presentations to the Board are necessary. The Board can expect a full report of the status of activities completed over the last year and a projection of activities and actions to be undertaken between now and June 2011.

Conclusion

It is beneficial for the Board of Supervisors and the public to receive an update from Ms. Power regarding her recent lobbying efforts to search out and secure federal funding for Gila County projects.

Recommendation

It is recommended that Ms. Power be allowed an opportunity to present an overview of recent activities of Bose Public Affairs Group.

Suggested Motion

Presentation by Patricia Power, Vice President of Bose Public Affairs Group, regarding recent lobbying efforts to secure federal funding for Gila County projects.

Public Hearing Item #: 3- A

Regular BOS Meeting

Date: 11/16/2010

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Presenter's Name: Marian Sheppard

Information

Request/Subject

Gila County Order No. LL-10-07, a Liquor License Application submitted by Michael R. Jelinek for Tall Pines Market.

Background Information

Michael R. Jelinek has submitted an application to the State Department of Liquor Licenses and Control (Department) for a person to person transfer of a Series 9 liquor store license with an interim permit to operate for Tall Pines Market located in Christopher Creek. The current license owner is Deborrah Davis Aschbrenner. Part of the statutory process is once the Department accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing, which in Gila County it is the Board of Supervisors (Board), to the Department to either approve, deny or issue a "no recommendation" decision.

Per statutory requirements, a notice of hearing by the Board was posted at the establishment for a period of 20 days, specifically to inform any person residing or owning or leasing property within a one-mile radius of the establishment regarding this application. To date, the Clerk of the Board's Department has not received any objections to this application.

Evaluation

This application has been forwarded to the Gila County Clerk of the Board of Supervisors' Department for submission to the Board. An internal review has been conducted by both the Gila County Planning and Zoning Department and the Health Department. Both departments have submitted paperwork stating there are no issues related to this application with regard to their departmental policies/procedures.

Conclusion

All of Gila County's requirements have been met with regard to this application; no one has submitted a written objection to this application; therefore, a public hearing should be held by the Board to entertain any comments from the public with regard to this application before the Board takes an action to issue a recommendation to the Department.

Recommendation

The Chief Deputy Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the Department.

Suggested Motion

Public Hearing - Information/Discussion/Action to approve Order No. LL 10-07, an application submitted by Michael R. Jelinek for a person to person transfer of a Series 9 liquor store license with an interim permit to operate for Tall Pines Market located in Payson.
(Marian Sheppard)

Attachments

Link: Tall Pines Market Liq Lic App

LIQUOR LICENSE APPLICATION
CHECKLIST

DATE REC'D. AT BOS OFFICE: October 4, 2010

NAME OF ESTABLISHMENT: Tall Pines Market

COUNTY NUMBER: LL 10-07

DATE	
10/4/10 SE	County number assigned in database
10/4/10 SE	County number written on top right hand corner of application & questionnaire
10/4/10 SE	Letters sent to: 1. Sheriff's office w/copy of Application/Questionnaire/Notice/Affidavit of Posting 2. Planning & Zoning w/copy of Application/Questionnaire 3. Health Dept. re: health operating permits (info. only)
11-2-10 10-11-10 10-13-10	Letters received from: 1. Sheriff's Office 2. Planning & Zoning 3. Health Department
11-3-10	Set as BOS agenda item w/required backup material
11-3-10	Applicant informed of BOS meeting date and time
	Applicant sent written notification of Board's decision
	State Dept. of Liquor Licenses & Control sent written notification of Board's decision w/copy of Application/Questionnaire and original Affidavit of Posting Notice
	File all material in Liquor License File

Print Form

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF _____ STATE APPLICATION # 09040014

COUNTY OF Gila, ARIZONA. CITY/TOWN/COUNTY # _____

ORDER # 11-10-07.

At a _____ meeting of the _____ of the City/Town/County
(Regular or Special) (Governing Body)

of Gila held on the _____ day of _____, _____ the
(Day) (Month) (Year)

application of Michael Jelinek for a license to sell spirituous liquors at

the premises described in Application # 09040014, License Class Series 9 was considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Michael Jelinek for Wickenburg Oil Company, Inc.

is hereby recommended for _____
(approval/disapproval)

a license to sell spirituous liquors of the class, and in the manner designated in the Application.

IT IS FURTHER ORDERED that a Certified Copy of this Order be immediately transmitted to the Department of Liquor Licenses and Control, Licensing Division, Phoenix, Arizona.

_____ CITY/TOWN/COUNTY CLERK

DATED AT _____

This _____ day of _____. _____
(Day) (Month) (Year)

* Disabled individuals requiring special accommodations please call the Department

lic 1007 05/2009

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

AFFIDAVIT OF POSTING

Date of Posting: October 7, 2010 Date of Posting Removal: October 28, 2010

Applicant Name: Jelinek, Michael R.
Last First Middle

Business Address: 1101 Christopher Creek Loop Payson, Az 85541
Street City Zip

License #: 09040014

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Doreen Spychala Sergeant 3200 928-595-0750
Print Name of City/County Official Title Telephone #

Sergeant Doreen Spychala 3200 10-07-10
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

Lic0119 4/2009

Thomas H. Melcher
Chief Deputy

James A. Eskew
Jail Commander

Office of
Sheriff of Gila County
John R. Armer

Please direct the deputy to immediately notify Nancy Neumann at the Gila County Sheriff's Office of the posting date. Nancy can be reached at (928) 425-3231 ext. 8579.

After the 20-day period has ended, I would appreciate the Notice being taken down as quickly as possible. (Note: The Notice must be taken down on the 21st day or after, not the 20th day.) Upon removal of the Notice and Application, the deputy should complete the Affidavit of Posting form and all of the paperwork should be immediately sent to Ms. Davis who will record the removal date and then forward to me all paperwork including this letter signed by the Sheriff.

I can be contacted at (928) 425-3231 extension 8757 if you have questions.

Business Address of Posting: 1101 Christopher Creek Loop Payson, AZ 85541

THE APPLICATION FOR LIQUOR LICENSE AND NOTICE WERE POSTED AT THE ABOVE ADDRESS FOR A PERIOR OF TWENTY DAYS AS REQUIRED BY LAW.

Signed: John R. Armer
Sheriff John R. Armer

P.O. Box 311, Globe, AZ 85502 – Phone: (928)425-4449 – Toll Free: (800) 635-8017 – Fax: (928) 425-5674
108 Main St., Payson, AZ 85541 – Phone: (928)474-2208 – Toll Free: (866) 866-4452 – Fax: (928) 474-0614

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov

GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr., County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson, Deputy County Manager/ Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: October 4, 2010

TO: Gila County Community Development Department

FROM: Marian Sheppard, Chief Deputy Clerk of the Board SE

SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on September 30, 2010. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date**. Attached is a copy of the application and questionnaire(s) pertaining to the following:

Applicant:	Michael R. Jelinek for Wickenburg Oil Company, Inc.
No./Type:	#9 - Liquor Store License - Person Transfer/Interim Permit
Business Name:	Tall Pines Market
Location:	1101 Christopher Creek Loop, Christopher Creek, AZ 85541
Current License Owner:	Deborrah D. Aschbrenner
Location of License:	saa

Please indicate (below) whether this application meets zoning requirements and building permit issues/concerns related to this business, return as soon as possible.
****
THIS ESTABLISHMENT DOES/~~DOES NOT~~ MEET THE ZONING REQUIREMENTS FOR A LIQUOR LICENSE.

_X_ No pending issues

Issues pending, as follows: _____

Signed: Joe Mendoza for
Bob Gould, Director

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov

GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr., County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson, Deputy County Manager/ Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: October 4, 2010

TO: Gila County Health Department

FROM: Marian Sheppard, Chief Deputy Clerk of the Board SE

SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on September 30, 2010. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date**.

Applicant:	Michael R. Jelinek for Wickenburg Oil Company, Inc.
No./Type:	#9 - Liquor Store License - Person Transfer/Interim Permit
Business Name:	Tall Pines Market
Location:	1101 Christopher Creek Loop, Christopher Creek, AZ 85541
Current License Owner:	Deborrah D. Aschbrenner
Location of License:	saa

Please indicate (below) if there are permitting issues or concerns within your department that are related to this business and return to me as soon as possible.

X No pending issues.

Issues pending, as follows:

_____

_____

Signed: Michael Lemon

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

LL-10-07

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 **This application is for a:**

- ☐ INTERIM PERMIT ***Complete Section 5***
- ☐ NEW LICENSE ***Complete Sections 2, 3, 4, 13, 14, 15, 16***
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) ***Complete Sections 2, 3, 4, 11, 13, 15, 16***
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) ***Complete Sections 2, 3, 4, 12, 13, 15, 16***
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE ***Complete Sections 2, 3, 4, 9, 13, 16*** (fee not required)
- ☐ GOVERNMENT ***Complete Sections 2, 3, 4, 10, 13, 15, 16***

SECTION 2 **Type of ownership:**

- ☐ J.T.W.R.O.S. ***Complete Section 6***
- ☐ INDIVIDUAL ***Complete Section 6***
- ☐ PARTNERSHIP ***Complete Section 6***
- ☐ CORPORATION ***Complete Section 7***
- ☐ LIMITED LIABILITY CO. ***Complete Section 7***
- ☐ CLUB ***Complete Section 8***
- ☐ GOVERNMENT ***Complete Section 10***
- ☐ TRUST ***Complete Section 6***
- ☐ OTHER Explain

SECTION 3 **Type of license and fees** **LICENSE #:** 09040014

1. Type of License: 09040014 2. Total fees attached: $ (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 **Applicant**

1. Owner/Agent's Name: Mr. / Ms. JELINEK (Last) Michael (First) Richard (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: _____
(Exactly as it appears on the exterior of premises)

4. Principal Street Location HC-2 Box 121-L Hwy 260 (Do not use PO Box Number) Payson (City) Gila (County) 85541 (Zip)

5. Business Phone: (____) _____ Daytime Contact: (____) _____

6. Is the business located within the incorporated limits of the above city or town? ☐YES ☐NO

7. Mailing Address: _____ City State Zip

8. Enter the amount paid for a bar, beer and wine, or liquor store license$_____(Price of License only)

DEPARTMENT USE ONLY

Fees:	Application	Interim Permit	Agent Change	Club	Finger Prints $	TOTAL OF ALL FEES
	100	100			48.00	248.00

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: M.C Date: 9/30/2010 Lic. # 09040014

LIC 0100 1/9/2009 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☒ INTERIM PERMIT ***Complete Section 5***
- ☐ NEW LICENSE ***Complete Sections 2, 3, 4, 13, 14, 15, 16***
- ☒ PERSON TRANSFER (Bars & Liquor Stores ONLY) ***Complete Sections 2, 3, 4, 11, 13, 15, 16***
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) ***Complete Sections 2, 3, 4, 12, 13, 15, 16***
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE ***Complete Sections 2, 3, 4, 9, 13, 16*** (fee not required)
- ☐ GOVERNMENT ***Complete Sections 2, 3, 4, 10, 13, 15, 16***

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. ***Complete Section 6***
- ☐ INDIVIDUAL ***Complete Section 6***
- ☐ PARTNERSHIP ***Complete Section 6***
- ☒ CORPORATION ***Complete Section 7***
- ☐ LIMITED LIABILITY CO. ***Complete Section 7***
- ☐ CLUB ***Complete Section 8***
- ☐ GOVERNMENT ***Complete Section 10***
- ☐ TRUST ***Complete Section 6***
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 09040014

1. Type of License(s): Series #9

2. Total fees attached: $

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Ms. Jelinek (Last) Michael (First) Richard (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: Wickenburg Oil Company, Inc. B 1044616
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Tall Pines Market B 1007629
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 1101 Christopher Creek Loop (Do not use PO Box Number) Christopher Creek (City) Gila (County) 85541 (Zip)

5. Business Phone: 928-478-4550 Daytime Contact: 623-687-6735

6. Is the business located within the incorporated limits of the above city or town? ☐YES ☒NO

7. Mailing Address: 22512 N. 82nd Ave. (City) Peoria (State) Arizona (Zip) 85383

8. Price paid for license only bar, beer and wine, or liquor store: Type #9 $ 30,000 Type _____ $ _____

DEPARTMENT USE ONLY

Fees: _____ Application _____ Interim Permit _____ Agent Change _____ Club _____ Finger Prints $ _____

TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☐ YES ☐ NO

Accepted by: _____ Date: _____ Lic. # _____

July 2010

***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 09040014
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use?_____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, DEBORAH D. ASCHBRENNER declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X Deborah D. Aschbrenner
(Signature)

My commission expires on: 11/24/2010

PAMELA S MACNAB
NOTARY PUBLIC - ARIZONA
GILA COUNTY
My Commission Expires
September 24, 2010

State of ARIZONA County of GILA

The foregoing instrument was acknowledged before me this

22 day of SEPT., 2010
Day Month Year

Pamela S Macnab
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

10 SEP 30 PM 1:45 LIC. MUNI

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

☒ CORPORATION ***Complete questions 1, 2, 3, 5, 6, 7, and 8.***

☐ L.L.C. ***Complete 1, 2, 4, 5, 6, 7, and 8.***

1. Name of Corporation/L.L.C.: Wickenburg Oil Company, Inc.
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 10/07/1981 State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: 0141936-3 Date authorized to do business in AZ: 10/06/1981

4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Jelinek	Michael	Richard	President	22512 N. 82nd Ave.	Peoria, AZ 85383
Jelinek	Lynette	Kay	Secretary	22512 N. 82nd Ave.	Peoria, Az 85383

Pidaeuz4

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Jelinek	Michael	Richard	50	22512 N. 82nd Ave.	Peoria, AZ 85383
Jelinek	Lynette	Kay	50	22512 N. 82nd Ave.	Peoria, AZ 85383

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Supplemental Information for Section 7

Richard J. Jelinek is a former officer and stockholder of Wickenburg Oil Company, Inc.

Richard J. Jelinek has resigned and sold all shares of corporation as evidenced by the attached letter to the directors.

Richard J. Jelinek was listed on the most recent annual report which was filed prior to his resignation.

This information is provided by:

Michael Richard Jelinek – President/CEO

_____ Date: 09-20-2010

'10 SEP 30 Liq. Lic. AM11:55

September 1, 2010

To the board of directors of Wickenburg Oil Company:

I Richard J. Jelinek, do hereby resign as the Vice-president of Wickenburg Oil Company, Inc. as of today, September 1, 2010 at 12:00 noon. I also give notice to the board that I have sold all the stock I own in the corporation amounting to 100 shares to Michael R. Jelinek and Lynette K. Jelinek.

Richard J. Jelinek

'10 SEP 30 Liq. Lic. AM1:55

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 **Government: (for cities, towns, or counties only)**

1. Governmental Entity: _____

2. Person/designee: _____ _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 **Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: ASCHBRENNER DEBORRAH DAVIS Entity: TALL PINES MKT.
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: TALL PINES MARKET.
(Exactly as it appears on license)

4. Physical Street Location of Business: Street HC-2 BOX 121-L HWY 260
City, State, Zip PAYSON, AZ- 85541

5. License Type: SERIES #9 License Number: 09040014

6. If more than one license to be transfered: License Type: N/A License Number: N/A

7. Current Mailing Address: (Other than business) Street HC-2 Box 121-L Hwy 260
City, State, Zip Payson Arizona 85541

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☒ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, DEBORRAH D. ASCHBRENNER hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, DEBORRAH D. ASCHBRENNER, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

Deborrah D Aschbrenner
(Signature of CURRENT LICENSEE)

State of ARIZONA County of GILA
The foregoing instrument was acknowledged before me this
22 SEPT. 2010
Day Month Year

Pamela S Macnab
(Signature of NOTARY PUBLIC)

My commission expires

PAMELA S MACNAB
NOTARY PUBLIC - ARIZONA
GILA COUNTY
My Commission Expires
September 24, 2010

'10 SEP 30 LIQ, LIC, AM11:55

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____

2. New Business: (Physical Street Location) Name _____
   Address _____

3. License Type: _____ License Number: _____

4. If more than one license to be transferred: License Type: _____ License Number: _____

5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 120,000 ft. Name of school Frontier Elementary School
   Address 1000 E. Frontier St. Payson Az. 85541
   City, State, Zip

2. Distance to nearest church: 3,500 ft. Name of church Christopher Creek Bible
   Address 1036 E. Christopher Creek Loop Payson, Az 85541
   City, State, Zip

3. I am the: ☐ Lessee ☐ Sublessee ☐ Owner ☒ Purchaser (of premises)

4. If the premises is leased give lessors: Name _____
   Address _____
   City, State, Zip

4a. Monthly rental/lease rate $_____ What is the remaining length of the lease __ yrs. ____mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 455,000
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Deborah Aschbrenner and Dealrulch Trust			$455,000	4729 E. Sunrise Dr. #453	Tucson Az	85718

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Convenience / Liquor Store

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
   ☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 09040014 (exactly as it appears on license) Name Deborrah Davis Aschbrenner

---

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☐ NO
   If yes, give the name of licensee, Agent or a company name:

   _____ and license #: _____
   Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   _____
   applicant's signature

   As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

   _____
   applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your business:

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
   ☐ Service windows ☐ Drive-in windows ☐ Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
   If yes, what is your estimated opening date? _____
   month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

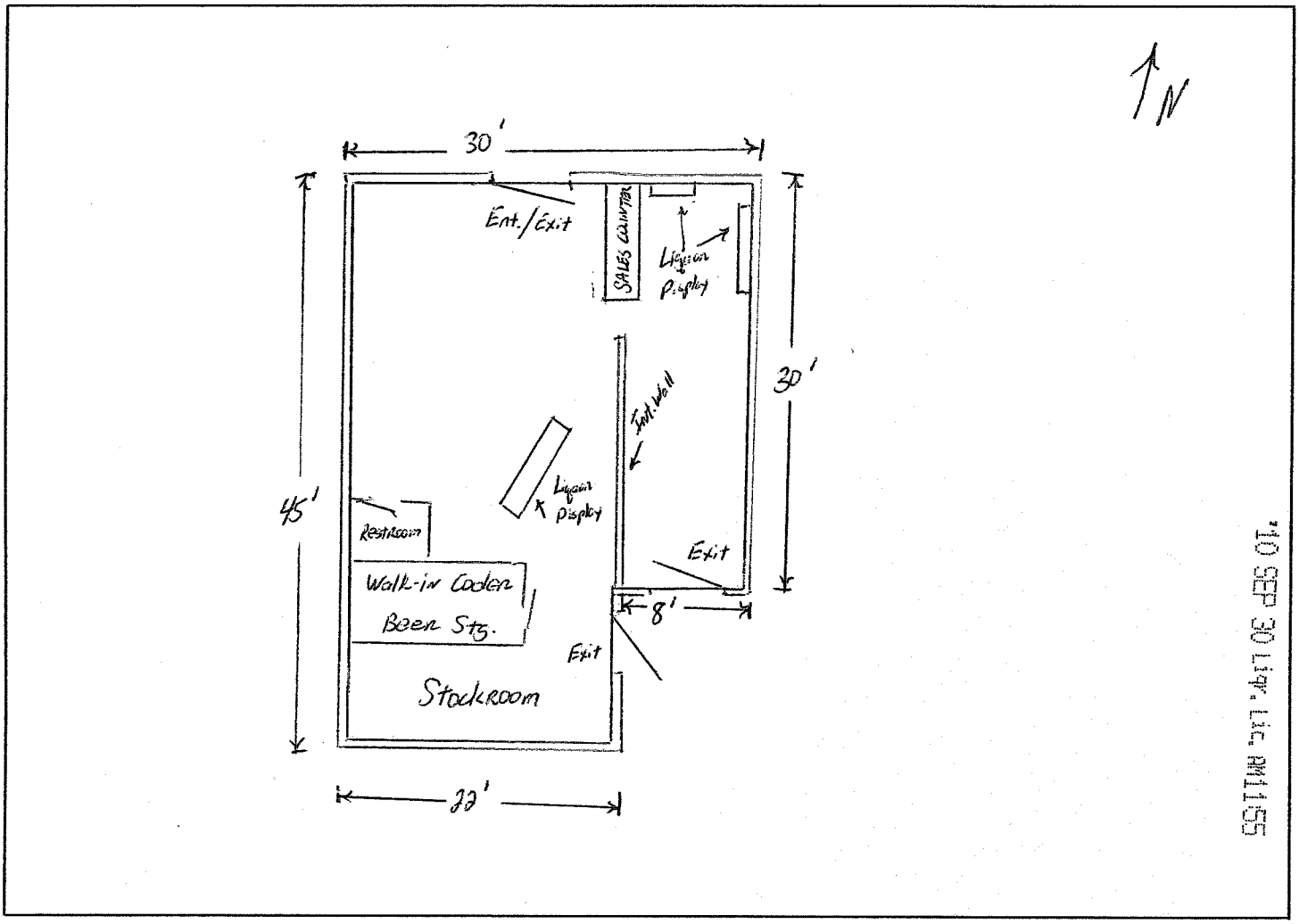
MA
applicants initials

'10 SEP 30 PM 2:55

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consum dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 **Signature Block**

I, Michael Richard Jelinek, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)
application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X _____
(signature of applicant listed in Section 4, Question 1)

OFFICIAL SEAL
DANIEL E DOHERTY JR
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug 23, 2014

State of _____ County of _____

The foregoing instrument was acknowledged before me this

25 of Sept, 2010
Day Month Year

My commission expires on : _____
Day Month Year

signature of NOTARY PUBLIC

'10 SEP 30 LIQ. LIC. AU1155

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 09040014

Issue Date: 5/13/2002

Expiration Date: 6/30/2011

Liquor Store

Issued To:
DEBORRAH DAVIS ASCHBRENNER, Owner

Location:
TALL PINES MARKET
HC-2 BOX 121-L
HWY 260
PAYSON, AZ 85541

Mailing Address:
DEBORRAH DAVIS ASCHBRENNER
TALL PINES MARKET
HC-2 BOX 121-L
HWY 260
PAYSON, AZ 85541

LIQUOR LICENSES AND CONTROL ARIZONA

Jerry A. Oliver Sr.
JERRY A. OLIVER, SR.
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

LIQSTR
EXP 6/30/2011

BILL OF SALE

This BILL OF SALE (this "Agreement"), dated as of September 30, 2010, is by and among Deborrah Aschbrenner, a married woman, and/or her successors or assigns, as to an undivided interest, and Eli Mark Drakulich, Trustee and Deborrah Davis Drakulich, Trustee of the ELI MARK DRAKULICH and DEBORRAH DAVIS DRAKULICH TRUST, dated July 20, 2007, as to an undivided interest and/or its successors or assigns (collectively the "Seller), and WICKENBURG OIL COMPANY, INC., an Arizona corporation and/or its successors or assigns (the "Buyer").

RECITALS

A. Seller and Buyer are parties to a Membership Interest Purchase Agreement executed September 16, 2010 (the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase certain assets of Seller upon the terms and conditions specified therein.

B. This Agreement is being executed and delivered in order to affect the transfer to Buyer of such assets as set forth in the Purchase Agreement.

AGREEMENTS

In consideration of the premises and the mutual covenants and agreements set forth in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

2. **Sale of Assets.** Seller, in accordance with and subject to the terms of the Purchase Agreement, hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer, in accordance with and subject to the Purchase Agreement, hereby purchases and acquires from Seller, all of Seller's right, title and interest of every kind and nature, in and to the Personal Property. FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said personal property and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

3. **Counterparts.** This Agreement is executed pursuant to the Purchase Agreement and may be executed in two counterparts, each of which as so executed shall be deemed to be an original but both of which together shall constitute one and the same instrument. A facsimile signature shall be acceptable as an original for all purposes.

4. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon Buyer and Seller, and their respective successors and assigns, but shall not create any right of subrogation or other right on the part of any other person.

5. **Amendment, Waiver or Termination.** This Agreement cannot be amended, waived or terminated except by a writing signed by the parties hereto.

6. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.

'10 SEP 30 Liq. Lic. M1155

IN WITNESS WHEREOF, Buyer and Seller have caused this Bill of Sale to be executed individually or in their respective corporate names by their respective proper officers thereunto duly authorized, as of the date first written above.

SELLER:

Deborrah Aschbrenner, Individually

ELI MARK DRAKULICH and DEBORRAH DAVIS DRAKULICH TRUST, dated July 20, 2007

By: _____
Eli Mark Drakulich, Trustee

By: _____
Deborrah Davis Drakulich, Trustee

BUYER:
WICKENBURG OIL COMPANY, INC.,
an Arizona corporation

By: _____
Michael R. Jelinek
Its: President

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

Acknowledged before me on this 30th day of September, 2010 by Deborrah Aschbrenner, a married woman, Eli Mark Drakulich, Trustee and Deborrah Davis Drakulich, Trustee of the ELI MARK DRAKULICH and DEBORRAH DAVIS DRAKULICH TRUST, dated July 20, 2007, and Michael R. Jelinek, President of WICKENBURG OIL COMPANY, INC., an Arizona corporation.

_____
NOTARY PUBLIC

BRENDA J. BAIRD
Notary Public - Arizona
Maricopa County
Expires 06/29/2011

By our signatures below we hereby acknowledge having read, understood, and agree that this document accurately reflects our intentions as outlined in the Purchase Agreement.

SELLER:

Deborrah Aschbrenner, Individually

ELI MARK DRAKULICH and DEBORRAH DAVIS DRAKULICH TRUST, dated July 20, 2007

By: _____
Eli Mark Drakulich, Trustee

By: _____
Deborrah Davis Drakulich, Trustee

BUYER:
WICKENBURG OIL COMPANY, INC.,
an Arizona corporation

By: _____
Michael R. Jelinek
Its: President

'10 SEP 30 LIC. LIC. 00155

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 09 040014
(If the location is currently licensed)

1. Check appropriate box →

☐ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must comple #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Jelinek (Last) Michael (First) Richard (Middle) Date of Birth: / / **(NOT a Public Record)**

3. Social Security Number: _____ **(NOT a public record)** Drivers License #: _____ **(NOT a public record)** State: _____

4. Place of Birth: _____ City State **Country** (not county) Height: _____ Weight: _____ Eyes: _____ Hair: _____

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: ( ) -

6. Name of Current or Most Recent Spouse: _____ Date of Birth: / /
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? _____ If Arizona, date of residency: _____

8 Telephone number to contact you during business hours for any questions regarding this document. ( ) -

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: _____ Premises Phone: ( ) -

11. Physical Location of Licensed Premises Address: HC-2 Box 121-L Hwy 260 (Street Address) (Do not use PO Box #) Payson (City) Gila (County) 85541 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
	CURRENT		

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
	CURRENT					

AMENDMENT

'10 SEP 30 Liq. Lic. AM11:45

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks. P1083423

Liquor License # 09040014
(If the location is currently licensed)

1. **Check appropriate box** →

☒ Controlling Person ☒ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Jelinek (Last) Michael (First) Richard (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: Arizona

4. Place of Birth: Elgin (City) Illinois (State) USA (Country) (not county) Height: 5' 11" Weight: 195 Eyes: Blu Hair: Br

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: [redacted]

6. Name of Current or Most Recent Spouse: Jelinek (Last) Lynette (First) Kay (Middle) Phillips (Maiden) Date of Birth: [redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 02/01/1993

8 Telephone number to contact you during business hours for any questions regarding this document. 623-687-6735

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Tall Pines Market Premises Phone: 928-478-4550

11. Physical Location of Licensed Premises Address: 1101 Christopher Creek Loop (Street Address (Do not use PO Box #)) Christopher Creek (City) Gila (County) 85541 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
02/1993	CURRENT	President/CEO	Wickenburg Oil Company, Inc. 22512 N. 82nd Ave. Peoria, AZ 85383

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
02/1999	CURRENT	Own	22512 N. 82nd Ave.	Peoria	AZ	85383

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☑ YES ☐ NO
If you answered YES, how many hrs/day? 8, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☑ YES ☐ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐ YES ☑ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☑ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐ YES ☑ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐ YES ☑ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☑ YES ☐ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

10 SEP 30 Liq. Lic. M1155

20. I, Michael Richard Jelinek, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____
(Signature of Applicant)

OFFICIAL SEAL
JANET L REED
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 17, 2013

My commission expires on: 17, Feb, 2013
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 24th day of Sept, 2010
Month Year

Janet L Reed
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

Supplemental Information for Question 19

I was the owner and controlling person for a liquor license series #10.

The license was issued by Arizona Department of Liquor Licenses & Control.

The license was applied for and obtained in approximately 1983

This license was for: Jelinek 76 Mart

1322 E. Santa Fe Avenue

Flagstaff, Arizona 86001

The license was transferred or surrendered in approximately 1990 when the business was sold to Carter Oil Company.

This information is accurate to the best of my recollection.

Michael Richard Jelinek

_____ Date: 09-20-2010

'10 SEP 30 Liq. Lic. 001155

Print Form

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form
Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Michael Jelinek
Full Name (please print)

Signature

9-14-2010
Training Completion Date

9-14-2015
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

☒ Yes	☐ No	BASIC	☒ Yes	☐ No	ON SALE
☒ Yes	☐ No	MANAGEMENT	☒ Yes	☐ No	OFF SALE
☒ Yes	☐ No	BOTH	☐ Yes	☒ No	OTHER

If Trainee Is Employed By A Licensee

Name of Licensee | Business Name | Liquor License #

Alcohol Training Program Provider Information

Discovery Detective Group and Academy
Company or Individual Name (please print)

6501 E Greenway Parkway #103-500
Address

Scottsdale | AZ | 85254
City | State | Zip

(481) 951 6545
Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statue, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

Jacque Bell
Name of Trainer (please print)

Jacque Bell
Trainer Signature

9-14-2010
Date

Pursuant to A.R.S.§ 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

'10 SEP 30 LIQ. LIC. AM 11:55

Disabled individuals requiring special accommodations, please call (602) 542-9027

Print Form

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 09040014

Ownership Name: Michael Richard Jelinek

(as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

'10 SEP 30 Liq. Lic. 001165

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Michael Richard Jelinek DATE 09/27-2010

TYPE OF APPLICATION (check one) X INITIAL APPLICATION ___ RENEWAL

TYPE OF LICENSE Series #9

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Birth Certificate

A. Are you a citizen or national of the United States? (check one) X Yes ___ No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City Elgin State (or equivalent) Illinois Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

SECTION III — ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided: _____.

"Qualified Alien" Status (8 U.S.C.§§ 1621(a)(1), -1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).

☐ 8. An alien who is, or whose child or child's parent is a "battered alien" or an alien subjected to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C.§ 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C.§ 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C.§ 1621(c)(2)(A) and (C))

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

☐ 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C.§ 1621(a).

'10 SEP 30 Lic. AM11:55

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

APPLICANT'S SIGNATURE	September 27, 2010 TODAY'S DATE

'10 SEP 30 Liq. Lic. AM1156

Attachment to Form 1 Applicant Statement

EVIDENCE OF U.S. CITIZENSHIP, U.S NATIONAL STATUS, OR ALIEN STATUS

LIST A: U.S. CITIZEN OR U.S. NATIONAL

Note: In this List, the term "Service" refers to the U.S. Citizenship and Immigration Service, formerly, the U.S. Immigration and Naturalization Service (INS).

[Source: Proposed Rules, Verification of Eligibility for Public Benefits, 8 CFR § 104.23; 63 FR 41662-01 August 4, 1998); and Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

Evidence showing U.S. citizen or U.S. national status includes the following:

a. Primary Evidence:

(1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);

(2) United States passport;

(3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);

(4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;

(5) Form N-561, Certificate of Citizenship;

(6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);

(7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);

(8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or

(9) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

[Source: Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

b. Secondary Evidence

If the applicant cannot present one of the documents listed in (a) above, the following may be relied upon to establish U.S. citizenship or U.S. national status:

(1) Religious record recorded in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction) within three 3 months after birth showing that the birth occurred in such jurisdiction and the date of birth or the individual's age at the time the record was made;

'10 SEP 30 Liq. Lic. 001156

(2) Evidence of civil service employment by the U.S. government before June 1, 1976;
(3) Early school records (preferably from the first school) showing the date of admission to the school, the applicant's date and U.S. place of birth, and the name(s) and place(s) of birth of the applicant's parents(s);
(4) Census record showing name, U.S. nationality or a U.S. place of birth, and applicant's date of birth or age;
(5) Adoption finalization papers showing the applicant's name and place of birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction), or, when the adoption is not finalized and the state or other U.S. jurisdiction listed above will not release a birth certificate prior to final adoption, a statement from a State-or jurisdiction-approved adoption agency showing the applicant's name and place of birth in one of such jurisdictions, and stating that the source of the information is an original birth certificate;
(6) Any other document that establishes a U.S. place of birth or otherwise indicates U.S. nationality (e.g., a contemporaneous hospital record of birth in that hospital in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);

c. <u>Collective Naturalization</u>

If the applicant cannot present one of the documents listed in (a) or (b) above, the following will establish U.S. citizenship for collectively naturalized individuals:

Puerto Rico:

- Evidence of birth in Puerto Rico on or after April 11, 1899 and the applicant's statement that he or she was residing in the U.S., a U.S. possession or Puerto Rico on January 13, 1941; or
- Evidence that the applicant was a Puerto Rican citizen and the applicant's statement that he or she was residing in Puerto Rico on March 1, 1917 and that he or she did not take an oath of allegiance to Spain.

U.S. Virgin Islands:

- Evidence of birth in the U.S. Virgin Islands, and the applicant's statement of residence in the U.S., a U.S. possession or the U.S. Virgin Islands on February 25, 1927;
- The applicant's statement indicating resident in the U.S. Virgin Islands as a Danish citizen on January 17, 1917 and residence in the U.S., a U.S. possession or the U.S. Virgin Islands on February 25, 1927, and that he or she did not make a declaration to maintain Danish citizenship; or
- Evidence of birth in the U.S. Virgin Islands and the applicant's statement indicating residence in the U.S., a U.S. possession or territory or the Canal Zone on June 28, 1932.

Northern Mariana Islands (NMI) (formerly part of the Trust Territory of the Pacific Islands (TTPI)):

- Evidence of birth in the NMI, TTPI citizenship and residence in the NMI, the U.S., or a U.S. territory or possession on November 3, 1986 (NMI local time) and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time);
- Evidence of TTPI citizenship, continuous residence in the NMI since before November 3, 1981 (NMI local time), voter registration prior to January 1, 1975 and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time); or
- Evidence of continuous domicile in the NMI since before January 1, 1974 and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time). Note: If a person entered the NMI as a nonimmigrant and lived in the NMI since January 1, 1974, this does not constitute continuous domicile and the individual is not a U.S. citizen

'10 SEP 30 Liv. Lic. AM1156

d. Derivative Citizenship

If the applicant cannot present one of the documents listed in a or b above, the following may be used to make a determination of derivative U.S. citizenship:

Applicant born abroad to two U.S. citizen parents: Evidence of the U.S. citizenship of the parents and the relationship of the applicant to the parents, and evidence that at least one parent resided in the U.S. or an outlying possession prior to the applicant's birth.

Applicant born abroad to a U.S. citizen parent and a U.S. non-citizen national parent: Evidence that one parent is a U.S. citizen and that the other is a U.S. non-citizen national, evidence of the relationship of the applicant to the U.S. citizen parent, and evidence that the U.S. citizen parent resided in the U.S., a U.S. possession, American Samoa or Swain's Island for a period of at least one year prior to the applicant's birth.

Applicant born out of wedlock abroad to a U.S. citizen mother: - Evidence of the U.S. citizenship of the mother, evidence of the relationship to the applicant and, for births on or before December 24, 1952, evidence that the
mother resided in the U.S. prior to the applicant's birth or, for births after December 24, 1952, evidence that the mother had resided, prior to the child's birth, in the U.S. or a U.S. possession for a period of one year.

Applicant born in the Canal Zone or the Republic of Panama:

- A birth certificate showing birth in the Canal Zone on or after February 26, 1904 and before October 1, 1979 and evidence that one parent was a U.S. citizen at the time of the applicant's birth; or
- A birth certificate showing birth in the Republic of Panama on or after February 26, 1904 and before October 1, 1979 and evidence that at least one parent was a U.S. citizen and employed by the U.S. government or the Panama Railroad Company or its successor in title.

In all other situations in which an applicant claims to have a U.S. citizen parent and an alien parent, or claims to fall within one of the above categories, but is unable to present the listed documentation:

- If the applicant is in the U.S., the applicant should contact the local U.S. Citizenship and Immigration Service office for determination of U.S. citizenship;
- If the applicant is outside the U.S., the applicant should contact the State Department for a U.S. citizenship determination.

e. Adoption of Foreign-Born Child by U.S. Citizen

- If the birth certificate shows a foreign place of birth and the applicant cannot be determined to be a naturalized citizen under any of the above criteria, obtain other evidence of U.S. citizenship;
- Because foreign-born adopted children do not automatically acquire U.S. citizenship by virtue of adoption by U.S. citizens, the applicant should contact the local U.S. Citizenship and Immigration Service office for a determination of U.S. citizenship, if the applicant provides no evidence of U.S. citizenship.

f. U.S. Citizenship By Marriage

A woman acquired U.S. citizenship through marriage to a U.S. citizen before September 22, 1922. Provide evidence of U.S. citizenship of the husband, and evidence showing the marriage occurred before September 22, 1922.

Note: If the husband was an alien at the time of the marriage, and became naturalized before September 22, 1922, the wife also acquired naturalized citizenship. If the marriage terminated, the wife maintained her U.S. citizenship if she was residing in the U.S. at that time and continued to reside in the U.S.

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LIST B: QUALIFIED ALIENS, NONIMMIGRANTS, AND ALIENS PAROLED INTO U.S. FOR LESS THAN ONE YEAR

The documents listed below that are registration documents are indicated with an asterisk ("*").

a. "Qualified Aliens"

Evidence of "Qualified Alien" status includes the following:

Alien Lawfully Admitted for Permanent Residence

- *Form I-551 (Alien Registration Receipt Card, commonly known as a "green card"); or
- Unexpired Temporary I-551 stamp in foreign passport or on *I Form I-94.

Asylee

- * Form I-94 annotated with stamp showing grant of asylum under section 208 of the INA;
- *Form I-688B (Employment Authorization Card) annotated "274a.12(a)(5)";
- * Form I-766 (Employment Authorization Document) annotated "A5";
- Grant letter from the Asylum Office of the U.S. Citizenship and Immigration Service; or
- Order of an immigration judge granting asylum.

Refugee

- * Form I-94 annotated with stamp showing admission under § 207 of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- * Form I-766 (Employment Authorization Document) annotated "A3"

Alien Paroled Into the U.S. for a Least One Year

- * Form I-94 with stamp showing admission for at least one year under section 212(d)(5) of the INA. (Applicant cannot aggregate periods of admission for less than one year to meet the one-year requirement.)

Alien Whose Deportation or Removal Was Withheld

- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(10)";
- * Form I-766 (Employment Authorization Document) annotated "A10"; or
- Order from an immigration judge showing deportation withheld under §243(h) of the INA as in effect prior to April 1, 1997, or removal withheld under § 241(b)(3) of the INA.

Alien Granted Conditional Entry

- * Form I-94 with stamp showing admission under §203(a)(7) of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- * Form I-766 (Employment Authorization Document) annotated "A3."

Cuban/Haitian Entrant

- * Form I-551 (Alien Registration Receipt Card, commonly known as a "green card") with the code CU6, CU7, or CH6;
- Unexpired temporary I-551 stamp in foreign passport or on * Form I-94 with the code CU6 or CU7; or
- Form I-94 with stamp showing parole as "Cuba/Haitian Entrant" under Section 212(d)(5) of the INA.

Alien Who Has Been Declared a Battered Alien or Alien Subjected to Extreme Cruelty

- U.S. Citizenship and Immigration Service petition and supporting documentation

b. Nonimmigrant

Evidence of "Nonimmigrant" status includes the following:

- * Form I-94 with stamp showing authorized admission as nonimmigrant

c. Alien Paroled into U.S. for Less than One Year

Evidence includes:

- * Form I-94 with stamp showing admission for less than one year under section 212(d)(5) of the INA

'10 SEP 30 Liqr. Lic. AM11:56

CERTIFICATION OF VITAL RECORD

STATE OF ILLINOIS

DEPARTMENT OF PUBLIC HEALTH - DIVISION OF VITAL RECORDS

ORIGINAL STATE OF ILLINOIS

CERTIFICATE OF LIVE BIRTH

REGISTRATION DISTRICT NO. 45.2

REGISTERED NUMBER 828

CHILD'S BIRTH NUMBER 112-61 027199

1. PLACE OF BIRTH a. COUNTY: Kane COUNTY, ILLINOIS	2. USUAL RESIDENCE OF MOTHER a. STATE: Illinois b. COUNTY: McHenry
b. Birth took place ☐ OUTSIDE city limits and in .... TOWNSHIP ☒ INSIDE city limits and in the city, village, or town named at 1c.	c. Residence is ☐ OUTSIDE city limits and in .... TOWNSHIP ☒ INSIDE city limits and in the city, village, or town named at 2d.
c. CITY, VILLAGE, OR TOWN: Elgin — d. MOTHER'S LENGTH OF STAY IN 1b or 1c: 2½ hours	d. CITY, VILLAGE, OR TOWN: Crystal Lake — e. LENGTH of RESIDENCE AT 2c or 2d: 6 years
e. NAME OF HOSPITAL OR INSTITUTION (If not in hospital or institution, give street address): St. Joseph Hospital	f. STREET ADDRESS: 386 Harold — g. Does mother reside ON A FARM? YES ☐ NO ☒
3. CHILD'S NAME a. (FIRST) Michael b. (MIDDLE) Richard c. (LAST) Jelinek	4. SEX: Male
5a. THIS BIRTH was SINGLE ☒, TWIN ☐, TRIPLET ☐ — 5b. IF TWIN OR TRIPLET, was this child born 1st ☐, 2nd ☐, 3rd ☐	6. DATE OF BIRTH (HOUR) 10:52 A.M., (MONTH) (DAY) (YEAR) [redacted]
7. FATHER'S FULL NAME a. (FIRST) Richard b. (MIDDLE) Joseph c. (LAST) Jelinek	8. HIS RACE: White
9. HIS AGE: 30 YEARS — 10. HIS BIRTHPLACE (City and State or Country): Cary, Illinois	11a. HIS USUAL OCCUPATION: Own Business — 11b. KIND OF BUSINESS OR INDUSTRY: Service Station
12. MOTHER'S FULL MAIDEN NAME a. (FIRST) Gloria b. (MIDDLE) June c. (LAST) Madsen	13. HER RACE: White
14. HER AGE: 28 YEARS — 15. HER BIRTHPLACE (City and State or Country): Elgin, Illinois	16. CHILDREN PREVIOUSLY BORN TO MOTHER (Do NOT include THIS child) a. How many OTHER children are NOW LIVING? 4 — b. How many OTHER children were born alive but are NOW DEAD? 0 — c. How many were STILLBORN (i.e., delivered dead after ... weeks of pregnancy)? 0
17. MOTHER'S MAILING ADDRESS: 386 Harold, Crystal Lake, Illinois	18. INFORMANT: (signature)

19. I hereby certify that this child was born alive at the place and on the hour and date stated above. I further certify that I attended the mother in this birth.

SIGNED (signature) M.D. — M. D. / MIDWIFE / OTHER (specify) — ADDRESS Crystal Lake, Illinois

DATE 3/28/61 — PHONE NO. 459 - 0545

20. Received for filing on Mar. 30, 1961 (Signed) (Deputy) (signature) — Myrtle E. Spiegler, Elgin, Ill. LOCAL REGISTRAR

FILL IN THIS FORM WITH TYPEWRITER OR LEGIBLE PRINTING

1961 SEP 30

469530

This is to certify that this is a true and correct copy of the official record filed with the Illinois Department of Public Health.

DATE ISSUED JUN 12 2007

(signature)

ERIC E. WHITAKER, M.D.
STATE REGISTRAR

VOID COPY

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 09040014
(If the location is currently licensed)

1. Check appropriate box →

☐ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must comple #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21

2. Name: Jelinek (Last) Lynette (First) Kay (Middle) Date of Birth: / / **(NOT a Public Record)**

3. Social Security Number: _____ **(NOT a public record)** Drivers License #: _____ **(NOT a public record)** State: _____

4. Place of Birth: _____ (City, State, Country (not county)) Height: _____ Weight: _____ Eyes: _____ Hair: _____

5. Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: ( ) -

6. Name of Current or Most Recent Spouse: _____ (Last, First, Middle, Maiden) Date of Birth: / /
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? _____ If Arizona, date of residency: _____

8 Telephone number to contact you during business hours for any questions regarding this document. ( ) -

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: _____ Premises Phone: ( ) -

11. Physical Location of Licensed Premises Address: HC-2 Box 121-L (Street Address) Hwy 260 (Do not use PO Box #) Payson (City) Gila (County) 85541 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
	CURRENT		

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
	CURRENT					

AMENDMENT

10 SEP 30 Liq Lic. M1156

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

P10/03/24

Liquor License # 09040014
(If the location is currently licensed)

1. **Check appropriate box** →

☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Jelinek (Last) Lynette (First) Kay (Middle) Date of Birth: [redacted] **(NOT a Public Record)**

3. Social Security Number: [redacted] **(NOT a public record)** Drivers License #: [redacted] **(NOT a public record)** State: Arizona

4. Place of Birth: Flagstaff (City) Arizona (State) USA (**Country** (not county)) Height: 5' 02" Weight: 105 Eyes: Br Hair: Br

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: [redacted]

6. Name of Current or Most Recent Spouse: Jelinek (Last) Michael (First) Richard (Middle) Maiden Date of Birth: [redacted] **(NOT a public record)**
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 02/01/1993

8 Telephone number to contact you during business hours for any questions regarding this document. 623-826-3870

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Tall Pines Market Premises Phone: 928-478-4550

11. Physical Location of Licensed Premises Address: 1101 Christopher Creek Loop (Street Address (Do not use PO Box #)) Christopher Creek (City) Gila (County) 85541 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
10/2003	CURRENT	Human Services Division Mg.	City of Glendale FD 5800 W. Glenn Dr., Glendale, AZ 85301

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
02/1999	CURRENT	Own	22512 N. 82nd Ave.	Peoria	AZ	85383

 Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐YES ☑NO
If you answered YES, how many hrs/day?_____, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐ YES ☑ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☑ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☑ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☑ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☐YES ☑ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

'10 SEP 30 Liq. Lic. AM 1:56

20. I, Lynette Kay Jelinek, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X Lynette K Jelinek
(Signature of Applicant)

State of _____ County of _____
The foregoing instrument was acknowledged before me this 25 day of Sept, 2010
Month Year

OFFICIAL SEAL
DANIEL E DOHERTY JR
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 23, 2014

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
Signature of Controlling Person or Agent (circle one) Month Year

_____
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

Regular Agenda Item Item #: 4- A

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Linda Eastlick, Elections Director	Submitted By:	Linda Eastlick, Elections
Department:	Elections		
Presenter's Name:	Linda Eastlick		

Information

Request/Subject

Presentation of Official Canvass of the November 2, 2010 election results.

Background Information

ARS 16.642 (A) provides that the governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

ARS 16.646 (B) provides that a certified permanent copy of the official canvass be mailed immediately to the Secretary of State.

The Secretary of State Election Procedures Manual provides the Board of Supervisors shall:
- Meet to canvass the returns not less than six days nor more than 20 days after the general election,
- Provide a certified permanent copy of the county's official canvass to the Secretary of State

Evaluation

The Board of Supervisors is required by law to canvass the returns of the each election and send a certified copy of the canvass to the Secretary of State.

Conclusion

The Board of Supervisors is required by law to canvass the returns of the each election and send a certified copy of the canvass to the Secretary of State.

Recommendation

Review the canvass and declare the results of the election final

Suggested Motion

Information/Discussion/Action to canvass the election results contained in the Official Canvass of the General Election held November 2, 2010, in Gila County, Arizona, and declare the results official. **(Linda Ea**
(Linda Eastlick)

Attachments

Link: Nov 2010 Election Results Certification Letter

November 16, 2010

Honorable Ken Bennett
Arizona Secretary of State
1700 West Washington Street
Phoenix, AZ 85007

Dear Secretary Bennett:

I, the undersigned, being the Chairman of the Gila County Board of Supervisors do hereby certify that on Tuesday, November 16, 2010, the Gila County Board of Supervisors did canvass the returns of the November 2, 2010, Primary Election held within Gila County, Arizona, and do testify that the tabulation of votes attached hereto is a true and correct copy of all votes cast at said election.

IN WITNESS WHEREOF, I have affixed my signature and the Great Seal of Gila County at Globe, Arizona, this 16th day of November, 2010.

Gila County Board of Supervisors

_____
Michael A. Pastor, Chairman

Attest:

_____
Marian Sheppard, Chief Deputy Clerk

Regular Agenda Item Item #: 4- B

Regular BOS Meeting
Date: 11/16/2010

Submitted For:	Linda Eastlick, Elections Director	Submitted By: Linda Eastlick, Elections	
Department:	Elections		
Fiscal Year:	2010-2012	Budgeted?:	Yes
Contract Dates - Begin & End:	11/16/10 - 6/30/12		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	Linda Eastlick		

Information

Request/Subject

Professional Consulting Services Contract for Redistricting of Gila County and Proceeding with an Application to Bailout from Section 5 Obligations Pursuant to the Voting Rights Act of 1965.

Background Information

Redistricting: ARS 11-212 provides "The board of supervisors shall meet at the county seat on or before December 1 following the release of the United States decennial census data and divide the county into three or five supervisorial districts ..., which shall be numbered, respectively, districts one, two and three or districts one, two, three, four and five. The board shall define the boundaries and limits of each district and make the division equal or with not more than ten percent difference in population."

Bailout: The entire State of Arizona entered into a Consent Decree with the United States Department of Justice (DOJ) on November 1, 1972 due to prior discriminatory voting practices. This consent decree was to last for 25 years, however, due to continuing discriminatory voting practices in certain Arizona counties, the consent decree was renewed for another 25 years. Being under this consent decrees mandates every single jurisdiction which holds elections to pre-clear with the DOJ anything that impacts voters including every form, polling site, type of election, etc. This is a very expensive and time-consuming process for all the affected jurisdictions and elected officials involved.

Evaluation

Gila County must, by statute, review the decennial census data and redistrict as appropriate. Additionally, since Gila County has not had any complaints nor investigations surrounding discriminatory voting practices and, therefore, may be eligible for "Bailout" from its Section 5 obligations pursuant to The Voting Rights Act of 1965, we intend to seek Bailout to lesson the costly administrative burden of continuing to preclear every single change that affects voters in Gila County jurisdictions

The two main consultants supporting this contract are Bruce L. Adelson, Esq. and R. Anthony Sissons. Mr. Adelson is a former DOJ, Civil Rights Division Senior Attorney. During his DOJ career he had national enforcement responsibility for all federal voting laws. He is a nationally recognized expert concerning DOJ federal voting laws, Section 5 of the Voting Rights Act, redistricting, and federal mandates for non-English language assistance. To our knowledge, he is the only private practice attorney in the US with DOJ legal redistricting experience from the 2000 redistricting cycle who is now advising jurisdictions. Mr. Sissons has a strong professional background in research methods, evaluation techniques, quantitative analysis, statistical inquiry, Census demographics and project management. All previous seventeen redistricting plans he helped draw (including Gila County's) were precleared on their first submission to the DOJ and no plans were challenged in court.

Conclusion

In order to proceed with these two very large and complex projects, we require significant assistance from outside consultants who have the expertise to ensure success. Gila County has worked with both consultants in the past. Mr. Sissons provided consulting services to Gila County when redistricting was undertaken for the 2000 Census and Mr. Adelson was Gila County's contact in the Department of Justice for a number of years during which we submitted numerous preclearance requests for review and approval. Their intimate knowledge of Gila County will enable these projects to move forward quickly, and efficiently, thus saving the County significant time and money.

Recommendation

Since the County must consider redistricting and since it is in the County's best interests to pursue bailout from Section 5 Voting Rights Act Consent Decree coverage, it is recommended that the services of Federal Compliance Consulting be engaged.

Suggested Motion

Information/Discussion/Action to approve Professional Consulting Services Contract No. 2010/100 between Gila County and Federal Compliance Consulting LLC in the amount of $105,000 whereby the supplier will provide Redistricting and Bailout consulting services for Gila County and affected jurisdictions through June 30, 2012. **(Linda Eastlick)**

Attachments

Link: Federal Compliance Consulting Services Contract No. 2010/100

Link: Consultant Background and Experience

Link: Exec Summary-Federal Compliance Consulting LLC

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. 8743

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

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 2010/100

GILA COUNTY DIVISION OF ELECTIONS
GLOBE, ARIZONA

THIS AGREEMENT, made and entered into this 16th day of November, **2010**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and Federal Compliance Consulting LLC, of the City of Potomac, County of Montgomery, State of Maryland, hereinafter designated the **CONSULTANT**.

WITNESSETH: That the Consultant, 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 I – SCOPE OF SERVICES: Consultant shall perform or cause to be performed Redistricting and Department of Justice Bailout services in a timely and professional manner. In coordination with County staff and a possible redistricting committee, Consultant shall develop a precise calendar of events for all phases of Redistricting and Bailout services in order to complete the following activities:

REDISTRICTING SERVICES:

Preliminary Research and Reporting. Start date - November, 2010:

1. Create a detailed demographic atlas; examine the physical and demographic makeup of the entire jurisdiction.
2. Identify communities of interest
3. Create and digitize boundary maps of supervisory districts, precincts, school districts, and other jurisdictional subdivisions
4. Develop voting model of Gila County electorate

5. Identify and analyze minority voting and all candidates who ran for office whether they were elected or not. Examine the magnitude and geographic extent of any racially polarized voting.
6. Examine recent state, county and city elections, at the voting precinct level – voter turnout, numbers of candidates, race or ethnicity of candidates, winners' vote margins.
7. Assemble a directory of contacts
8. Develop a process plan
9. Utilize statistical regression to assess racially polarized voting
10. Document all pre-Redistricting activities
11. Conduct a preclearance hazards review
12. Provide summary and report to Board of Supervisors and staff

Outreach to Community Leaders. Start date - January, 2011

13. Meet with key community leaders in business and civic organizations to explain the process
14. Determine community leaders' expectations and seek suggestions about the process
15. Develop a mailing list of people and organizations suggested by key community leaders to notify and invite to participate in the process

Preparation of Materials for Meetings. Start date - January 2011

16. Prepare all materials for Public Meetings
17. Prepare maps illustrating topics examined in preliminary studies including: thematic maps of Census data and past election results; GIS boundary maps and legal descriptions of supervisory districts, precincts, school districts, and other jurisdictional subdivisions; maps identifying neighborhoods, homeowners' associations and civic 'blockwatch' areas; maps of natural and man-made barriers.
18. Prepare public information handouts on various representation and process options

Meetings with Elected Officials and staff. Start date - May, 2011

19. Conduct work-study session(s) for the Board, staff, and other elected officials and district representatives. Consultant will describe the process including the legal setting, redistricting principles, district design criteria, redistricting committee creation, etc. Consultant shall assist stakeholders in identifying the jurisdictional priorities.
20. The consultant team will meet individually with elected officials and their staffs to seek input on possible or preferred configurations of districts.

First Series of Open House Meetings. Start date - May, 2011

21. Consultant and County staff will coordinate a process to widely advertise the times, locations, purpose and importance of a series of public meetings to be held on the topic of districting/redistricting. Consultant will conduct and facilitate the public meetings. Consultant shall provide appropriate presentations on the scope, purpose, process, timelines, and legal issues involved in redistricting. Consultant shall request input from the public at these meetings and consultant shall document such input.
22. Distill input from Public, Key Community Leaders, and Elected Officials and prepare appropriate reports which summarize the data and which will satisfy Department of Justice requirements.
23. Analyze partial and whole plans submitted by residents

First Summary Report and Plan Preparation. Start Date - June, 2011

24. Prepare alternate plans based on combinations of recurrent themes heard from participants or observed on resident-submitted plans.
25. Publish Alternate Plans including newspaper ads showing alternate plans to be considered at public meetings. Include a public comment form in the advertisement. Ensure ads are published in minority race or language newspapers as applicable.
26. Invite and compile public comments

Publish Alternate Plans. Start date - June, 2011

27. Widely advertise the times, locations, and purpose of public meetings to be held to display proposed alternate districting plans being considered

Second Series of Open House Meetings. Start date - July, 2011

28. Conduct public meetings in an open house setting and present the process up to that point, the features of each alternate plan, and the extent to which the plans incorporate ideas gathered in the various public input settings.

Prepare Final Plans. Start date - August, 2011

29. Prepare proposed Final Plan(s) for consideration by Elected Officials
30. Prepare a second report summarizing the process to that point and containing an analysis of public reaction to the alternate plans
31. Prepare a Final Plan with one or two possible variations for consideration

Publish Final Plans. Start date - September, 2011

32. Publish the Final Plan in newspaper ads which show the final districting plan(s) being considered by the jurisdiction. Invite public comment through letters, email, telephone, or by attendance and testimony at the adoption hearing.

Adoption of Plan and Assistance with Preclearance Application - Start date - September, 2011

33. Coordinate a special meeting at which time the Board will consider adoption of the Final Plan
34. Coordinate preparation of required submission(s)

Additional Redistricting Services

35. Provide County officials with specialized, individual briefing about redistricting. Start Date - December, 2010
36. Conduct specialized review of County records to determine the existence of any unprecleared Section 5 voting changes that could negatively impact the County's efforts to preclear its 2010 Board of Supervisors redistricting plan. Start Date - January, 2011
37. Assist the County in preparing Section 5 submissions to Department of Justice concerning any unprecleared voting changes discovered and assist County in further communicating with Department of Justice to discuss any such unprecleared voting changes. Start Date - Ongoing as necessary

38. Assist the County with any redistricting related communications or meetings with Department of Justice. Start Date - Ongoing as necessary

Redistricting deliverables will include:

1. Provide detailed requirements for Gila County to successfully prepare and implement the redistricting process
2. Provide detailed timeline for all requirements of the project
3. Identify all legal requirements and the means in which to accomplish each step in the process
4. Coordinate all public meetings
5. Prepare all redistricting plans and media to advertise meetings and final adoption of the plan
6. Assist in preparation of submissions to Department of Justice concerning any unprecleared voting changes
7. Coordinate the creation of final GIS boundary maps and legal descriptions for all supervisory districts, precincts, school districts, and other jurisdictional subdivisions
8. Provide best efforts to ensure successful approval of the plan from the Department of Justice.

DEPARTMENT OF JUSTICE BAILOUT

Stage 1 Start Date - January, 2011

1. Conduct investigation concerning Gila County's prospects for bailing out of its Section 5 Voting Rights Act obligations. This stage entails review of all relevant County documents, meeting minutes, and records for approximately ten years prior to the start of the new year.
2. Review similar records of all County political subdivisions, such as municipalities, school districts, and special districts that hold elections.
3. Evaluate previous Section 5 compliance by all affected jurisdictions.

Deliverable

Report explaining the status of Gila County's Section 5 compliance and recommendations for proceeding with a bailout application to the

Stage 2 Start date dependent upon whether County wishes to proceed with bailout in 2011

1. Prepare bailout application and assist the County with Department of Justice's investigation of its application
2. Assist the county in communicating with Department of Justice and meet with Department of Justice as necessary

Deliverable

U.S. bailout application

Stage 3 Start Date dependent upon Department of Justice approval of County's bailout application)

1. Assist the County with preparing and filing a joint, consensual bailout lawsuit with the U.S. District Court for the District of Columbia.

2. If Department of Justice does not approve the County's bailout application, discuss options with the County

Deliverable

Consensual bailout lawsuit documents

ARTICLE II – INDEMNIFICATION CLAUSE: Consultant shall indemnify, defend, save and hold harmless the County of Gila and its 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 Consultant or any of its owners, officers, directors, agents, employees or subcontractors. 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 Consultant 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 Consultant from and against any and all claims. It is agreed that the Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant 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 Consultant for the County.

ARTICLE III - INSURANCE REQUIREMENTS: Consultant 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 Consultant, 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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE**: Consultant 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 and broad form contractual liability 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 Consultant".**

2. **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.

3. **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, Consultant 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. **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 Consultant even if those limits of liability are in excess of those required by this Contract.
2 The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant 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 Birdie DeNero, 1400 E. Ash St., Globe, AZ 85501 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 Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant 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 Birdie DeNero, 1400 E. Ash St., Globe, AZ 85501. 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:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant 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 IV – 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 Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant 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 Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant'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 Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontractor is suspended or terminated as a result, Consultant 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, as soon as possible so as not to delay project completion.

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

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant 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 VI – A.R.S.§35-397: Pursuant to A.R.S.§35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If this 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 Consultant 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 Consultant:

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 Consultant or any agent or representative of the Consultant, to any officer or employee of the County.

ARTICLE VIII – TERM: Contract shall begin immediately upon approval by the Gila County Board of Supervisors. The term of this contract shall be for twenty months, November 16, 2011 through June 30, 2012.

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of **$105,000.** Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Consultant. Compensation shall follow the guidelines of A.R.S. §34-221. Each invoice must include itemized tasks and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

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.

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 2010/100

GILA COUNTY DIVISION OF ELECTIONS
GLOBE, ARIZONA

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor
Chairman

FEDERAL COMPLIANCE CONSULTINIG LLC

_____
Bruce L. Adelson
CEO/Attorney at Law

ATTEST:

_____
Marian Sheppard
Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Bryan B. Chambers
Chief Deputy County Attorney

Federal Compliance Consulting LLC

Our Redistricting Expertise

CEO Bruce L. Adelson is a former U.S. Department of Justice, Civil Rights Division Senior Attorney. During his Department of Justice career, Bruce had national enforcement responsibility for all federal voting laws. Bruce is a nationally recognized expert concerning the U.S. Department of Justice, federal voting laws, Section 5 of the Voting Rights Act, redistricting, and federal mandates for non-English language assistance.

Bruce L. Adelson's U.S. Department of Justice career gives him unique experience and insight into the Section 5 preclearance process and its application to redistricting.

During his DOJ career, Bruce was the team leader for the U.S. Attorney General's Section 5 review of many redistricting plans during the 2000 redistricting cycle, especially in Arizona. During the 2000 redistricting cycle, Bruce was the Department of Justice's team leader for the Section 5 review of the City of Phoenix's City Council redistricting plan and Arizona's Congressional and legislative redistricting plans. His team's analysis led to the Department of Justice's rejection of Arizona's 2002 legislative redistricting plan.

During his U.S. Department of Justice career, Bruce L. Adelson was the U.S. Attorney General's team leader for Section 5 review and analysis of many redistricting plans during the 2000 redistricting cycle, including but not limited to the following:

- State of Texas - several counties' redistricting plans for Commissioners, Justice of the Peace, and Constable precincts;
- Additional redistricting plans in Alabama, Mississippi, New York, and South Carolina

To the best of his knowledge, Bruce L. Adelson is the only private practice attorney in the United States with Department of Justice legal redistricting experience from the 2000 redistricting cycle who is now advising jurisdictions about the requirements of federal voting laws, especially Section 5 of the Voting Rights Act, and redistricting.

Bruce has provided technical assistance and/or given presentations about federal voting laws to many organizations, including: National Association of State Election Directors; National Association of County Recorders and Clerks; International Municipal Lawyers Association; Arizona Secretary of State's Election Officers Certification & Training Program; Arizona Attorney General; Arizona State Bar; Arizona League of Cities and Towns; New Mexico County Clerks Association; and Texas District and County Attorneys Association

For the 2010 redistricting cycle, Bruce L. Adelson is meeting with local officials to explain the Section 5 preclearance process, relying upon his inside knowledge of and expertise concerning the U.S. Department of Justice and the Obama administration's approach to Section 5 enforcement, including but not limited to a discussion of DOJ's new Section 5 regulations. These

meetings are a unique aspect of Bruce's practice and are unavailable elsewhere. Bruce also conducts a specialized pre-redistricting review to discover any unprecleared voting changes and other Section 5 issues that could adversely impact his clients' 2010 redistricting prospects.

Endorsements of Bruce L. Adelson

I worked with Bruce Adelson on a regular basis handling state preclearance submissions when I served as the State Election Director (1997-2002) and as a Special Counsel at the Arizona Attorney General's Office (2003-2006). Bruce is extremely helpful in explaining the mysteries and practicalities of DOJ... Bruce is very creative in suggesting procedures that will avoid problems in the future and which might increase the credibility of the state when working with the Department of Justice. In short, Bruce is a gifted communicator, collaborator and negotiator. I believe anyone would be well-served in having Bruce Adelson on his or her team.

Jessica Gifford Funkhouser
Attorney at Law
Phoenix, Arizona
Former Arizona State Election Director
Former Special Counsel to the Arizona Attorney General

I am convinced that Bruce is one of the most knowledgeable individuals on the Voting Rights Act and in particular, Section 5 of the Act.

Joseph Kanefield
Attorney at Law
Phoenix, Arizona
Former Arizona State Elections Director

I have known Bruce Adelson for many years. I worked with Bruce in different capacities while at the Secretary of State's Office and remained in contact with Mr. Adelson since I have been with the City of Peoria. I always found Bruce to be helpful. Contacting the Department of Justice can be a scary thing to do – at any level. Knowing that I would work with Bruce made the contact less frightening.

Mary Jo Waddell
Former Arizona State Elections Director
Former Peoria (AZ) City Clerk

R. Anthony Sissons

Since 1987 Tony Sissons, who is president of Research Advisory Services, has provided a broad range of decision-support services to state and local governments, private companies, and non-profit organizations. He has a strong professional background in research methods, evaluation techniques, quantitative analysis, statistical inquiry, Census demographics, and project management. He is a member of the American Planning Association, Arizona Planning Association, Forensic Expert Witness Association, and Arizona Governor's Council on Workforce Policy. His services specialize in the analysis of data about geographic areas - Census blocks and tracts, Zip Codes, voting precincts, land parcels, and traffic analysis zones. To manage and analyze very large files of data about thousands of small areas, he relies on geographic information system (GIS) software and database management programs. Past clients include cities and towns, county government, economic development organizations, educational organizations, law firms, and social service organizations.

Mr. Sissons provides well-researched facts and substantiated conclusions which are key to gaining the credibility needed to achieve desired results. He is a respected statewide authority in helping decision-makers get the answers they need using reliable and defendable data. He works closely with his clients in helping them represent their interests to state and local policy makers with research findings that are compelling and factually sound. He has developed sophisticated techniques for simplifying voluminous databases by: examining and displaying statistical relationships between variables, using proprietary methods for identifying and extracting relevant data, and creating thematic maps to display the geographic distribution of demographic data. He has amassed a large holding of Arizona focused data files, computer models, GIS layers and analysis methods.

Executive Summary Form -- Professional Service Agreement

Contract Name: Professional Consulting Services Contract - Federal Compliance Consulting LLC

Contract Number: 2010/100

Statement of Purpose and Need (3-5 Sentences)

Gila County must, by statute, review the decennial census data and redistrict as appropriate in 2011. Additionally, Gila County desires to "bailout" from its Section 5 obligations pursuant to the Voting Rights Act. In order to proceed with these two very large and complex projects, we require significant assistance from outside consultants who have the expertise to ensure success.

Contract End Date: June 30, 2012 Renewal Option: No

Maximum Dollar Limit: $105,000

Contact Information

Firm Name: Federal Compliance Consulting LLC
Contact Person: Bruce L. Adelson

Address: 11808 Becket Street Phone: (301) 762-5272

City: Potomoc State: MD ZIP: 20854 FAX: (240) 536-9192

Email: badelson1@comcast.net

Fund: Professional Services Elections
Fund Code: 1005.103_4210.91

Type of Funds ☐ Restricted
☐ Grant
XX General Fund
☐

Other_____

Special Notes

Regular Agenda Item Item #: 4- C

Regular BOS Meeting
Date: 11/16/2010

Submitted For:	Claudia DalMolin, Chief Administrative Officer		
Submitted By:	Claudia DalMolin, Sheriff's Office		
Department:	Sheriff's Office		
Fiscal Year:	2010-2011	Budgeted?:	No
Contract Dates - Begin & End:	Oct. 2, 2010 begin		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Claudia DalMolin		

Information

Request/Subject

Intergovernmental Agreement between the Arizona Game and Fish Commission and the Gila County Sheriff's Office to provide recreational boating safety and related enforcement on Roosevelt Lake.

Background Information

The Arizona Game and Fish Commission has statewide responsibilty for administering the watercraft and law enforcement and boating safety programs on a state level. The Gila County Sheriff's Office has primary responsibility for recreational boating safety and related enforcement on Roosevelt Lake. In past years, the Sheriff's Office was awarded funding from the Arizona State Parks Board; however, due to a state budget deficit, funding is no longer being offered by the Arizona State Parks Board.

Evaluation

The Arizona Game and Fish Commission has offered to provide funding in the amount of $110,000 (with no cash-match requirement) to the Gila County Sheriff's Office in order to continue to provide law enforcement and boating safety at Roosevelt Lake. For many year this funding was previously provided by the Arizona State Parks Commission (Law Enforcement and Boating Safety Fund) to the Gila County Sheriff's Office to support Law Enforcement-Boating Deputies' salaries. Funding was not allocated for 2010-2011. This funding in the amount of $110,000 will defer cost to support these salaries.

Conclusion

The Gila County Sheriff's Office is in need of this funding in order to provide adequate law enforcement and boating safety on Roosevelt Lake.

Recommendation

The Gila County Sheirff's Office requests the Board of Supervisors' approval of the Intergovernmental Agreement between the Arizona Game and Fish Commission and the Gila County Sheriff's Office.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement between the Arizona Game and Fish Commission and the Gila County Sheriff's Office in the amount of $110,000 to provide adequate law enforcement and boating safety on Roosevelt Lake.
(Claudia DalMolin)

Attachments

Link: IGA Game and Fish

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH COMMISSION AND GILA COUNTY SHERIFF'S OFFICE

Pursuant to A.R.S. § 11-951, *et seq.*, this Intergovernmental Agreement ("Agreement") is made this ____ day of October, 2010, between the State of Arizona, by and through the Arizona Game and Fish Commission ("Commission") and Gila County Sheriff's Office (collectively "Parties" and singularly "Party").

WHEREAS the Commission has statewide responsibility for administering the watercraft law enforcement and recreational boating safety programs on the state level;

WHEREAS, the Gila County Sheriff's Office has primary responsibility for recreational boating safety and related enforcement on navigational waterways within Gila County, specifically Roosevelt Lake;

WHEREAS, the Parties desire to provide effective and adequate enforcement of laws relating to recreational boating safety on Arizona's waterways; and

WHEREAS, the Commission has authority under A.R.S. § 5-311(A)(7), to make agreements with other entities for recreational boating safety and related law enforcement;

WHEREAS, the Gila County Sheriff's Office; John R. Armer, Gila County Sheriff has authority under A.R.S. § 11-441, 11-951 *et seq.*, and A.R.S. § 5-391 to enter into this agreement with public agencies for recreational boating safety and related law enforcement pursuant to A.R.S. § 11-952; and

WHEREAS, this Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law;

NOW, THEREFORE, the Parties agree to provide effective and adequate recreational boating safety and related law enforcement on Arizona's waterways as follows:

1. Obligations of the Commission. Pursuant to its authority under A.R.S. § 5-311(A)(7), the Commission shall direct the Arizona Game and Fish Department ("Department") to:

   A. Provide funding to the Gila County Sheriff's Office in the amount of **$110,000** for the sole purpose of supporting those recreational boating law enforcement activities set forth in paragraph 1(B) below.

   B. Funding shall be provided solely to ensure emergency medical services (EMS) and critical incident response capabilities to include the following eligible recreational boating safety law enforcement activities:

      i. Regular salary or straight time for officers, phlebotomists, medical support units or transport officers while working watercraft details and patrols.
      ii. Overtime for officers, phlebotomists, medical units or transport officers while working watercraft details and patrols.
      iii. Watercraft patrol boat maintenance.
      iv. Associated boating safety enforcement equipment maintenance.

2. Obligations of Gila County Sheriff's Office. The Gila County Sheriff's Office shall:

   A Use funds provided under this Agreement solely for the purposes set forth in paragraph 1(B) above and for no other purpose.

3. Termination Generally. Gila County Sheriff's Office may terminate this Agreement upon thirty (30) days written notice to the Department. Upon such termination, the Parties agree that Gila County Sheriff's Office shall return to the Department all unspent monies deposited for use under this Agreement.

4. Termination for Unauthorized Use of Funds. If Gila County Sheriff's Office uses any funds received under this Agreement for purposes not authorized in paragraph 1(B) above, then the Parties agree that the Commission at its sole discretion may immediately terminate this Agreement by providing written notice to Gila County Sheriff's Office. Upon such termination, the Parties agree that Gila County Sheriff's Office shall immediately return to the Department (1) any and all unspent funds provided under this Agreement, **and** (2) any and all funds provided under this Agreement that were used for purposes not authorized in paragraph 1(B) above.

5. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

   A. For the Commission or the Department:
   Kevin Bergersen, Boating Law Administrator
   5000 W Carefree Highway
   Phoenix, Arizona 85086

   B. For Gila County Sheriff's Office:
   Claudia J. DalMolin, Bureau Commander
   1100 South Street
   Globe, AZ 85501
   P.O. Box 311
   Globe, AZ 85502

6. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.

7. Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.

8. Effective Date and Duration. This Agreement shall not become effective until signed by all Parties hereto and filed with the Arizona Secretary of State. This Agreement shall expire on September 30, 2011. The Parties agree that Gila County Sheriff's Office shall immediately return any and all unspent funds to the Department upon expiration of this Agreement.

9. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.

10. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

11. Termination for Non-Availability of Funds. In addition to the Commission's termination rights as set forth above, every payment obligation of the Commission under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funding for this Agreement becomes unavailable, then this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Commission shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

12. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

13. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.

14. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the parties and filed with the Arizona Secretary of State.

15. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

16. Illegal Immigration: The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

GILA COUNTY SHERIFF'S OFFICE

John R. Armer

John R. Armer
Gila County Sheriff

[Date]

ARIZONA GAME AND FISH COMMISSION

Larry D. Voyles
Secretary to the Commission
Director, Arizona Game and Fish Department

10-13-10
[Date]

Approved as to form:

Bryan B. Chambers
Chief Deputy County Attorney

James Odenkirk
Arizona Attorney General's Office

Attest:

~~Steve L. Besich~~ Don McDaniel
County Clerk / Manager

Board of Supervisor, Chair

Regular Agenda Item Item #: 4- D

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Darryl Griffin, IT Director	Submitted By:	Kaycee Stratton, Deputy County Manager
Department:	Deputy County Manager	Division:	Information Technology

Fiscal Year:	FY2011	Budgeted?:	Yes
Contract Dates - Begin & End:	Nov. 16, 2010 - June, 30, 2011		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Darryl Griffin		

Information

Request/Subject

Hye Tech Network & Security Solutions, LLC General Support Agreement No. 1025-002

Background Information

For several years the Gila County I.T. Department has used Hye Tech Network & Security Solutions, LLC to provide network services, troubleshooting and implementation of new network equipment. Due to upcoming County departmental relocation of offices and upgrade of the County's network security system, the I.T. Department decided that it would be best to have a Professional Services Agreement in place with this provider.

Evaluation

Professional Services Agreement to provide technical expertise for Gila County technology infrastructure. The Agreement dates are November 16, 2010, through June 30, 2011, not to exceed 80 billable hours and/or $14,000. State contract pricing of $175 per hour. State Contract number EPS 060043-16-A1.

Conclusion

By entering into this Agreement, it will help the Information Technology Department with upcoming facility relocations/expansion in addition to implementing new and existing security infrastructure.

Recommendation

The I.T. Department recommends the approval of this Agreement to assist in the continuation of securing the County's network and to assist the department during upcoming county departmental relocations.

Suggested Motion

Information/Discussion/Action to approve General Support Agreement No. 1025-002 between Gila County and Hye Tech Network & Security Solutions, LLC, begininng November 16, 2010, through June 30, 2011, not to exceed 80 billable hours and/or $14,000. State Contract number EPS 060043-16-A1. **(Kaycee Stratton)**

Attachments

Link: Hye Tech Executive Summary Form

Link: Hye Teh General Support Agreement

Link: State of AZ Cooperative Purchasing Agreement

Executive Summary Form -- Professional Service Agreement

Contract Name General Support Agreement Contract number 1025-002

Statement of Purpose and Need (3-5 Sentences)
For several years the Gila County I.T. Department has used Hye Tech Network & Security Solutions, LLC to provide network services, troubleshooting and implementation of new network equipment. Due to upcoming County departmental relocation of offices and upgrade of the County's network security system, the I.T. Department decided that it would be best to have a Professional Services Agreement in place with this provider.

Contract End Date June 30, 2011 Renewal Option: ☐Yes

Maximum Dollar Limit $14,000.00 ☐No

Contact Information

Firm Name: Hye Tech Network & Security Solutions, LLC. Contact Person: Saro Hayan

Address: 4802 E. Ray Road- Ste 24-414 Phone: 520-488-9970

City Phoenix State AZ FAX:

Email: saro@htnectsec.com

Fund: Computer Services Type of Funds ☐Restricted
☐Grant
Fund Code: **1005.207.4210.99** ☐General Fund
☐Other Click here to enter text.

Special Notes

General Support Agreement

1025-002

for

Gila County

Developed by

HYE TECH NETWORK & SECURITY SOLUTIONS, LLC

EPS060043-16-A1

November 16, 2010

4802 E Ray Road
Suite 23-414
Phoenix, Arizona 85044
www.htnetsec.com
saro@htnetsec.com

Objectives

Hye Tech will meet the following Service objectives:

- Provide network and security troubleshooting and support.
- Provide network and security architecture enhancements.

Scope of Work

Provide troubleshooting and support

- Support includes:
  - Data network and security operations related troubleshooting
  - Wireless network operations related troubleshooting
  - Voice network operations related troubleshooting
  - General network troubleshooting
- Support does NOT include
  - Purchase of equipment of any nature
  - Workstation, Server, Printer or Applications Support

Provide network and security architecture enhancements.

- Including:
  - Network or security architecture design consultation
  - Voice network architecture design consultation
  - Configuration of new technologies as needed
  - General architecture decision consultation, including hardware, software, etc.

Rates

- See Appendix A

Requirements/Terms

The following assumptions and requirements apply for this Services engagement.

- Gila County will provide Hye Tech an overview of relevant policies associated with the project.
- Gila County will provide access to all information, documentation and technology necessary for consultant to perform the Services.
- Gila County staff will work with Hye Tech to make the necessary network changes.
- Special projects, except those that are mutually agreed upon, will not be accomplished within the Scope of this Agreement.
- All software maintenance shall be provided by Gila County.
- All required hardware, software and licenses shall be provided by Gila County
- **Agreement Term:** November 16, 2010 through June 30, 2011, not to exceed 80 billable hours
- **Relationship to Parties:** Provider is an independent contractor of the County. Provider represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by provider that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither provider nor any employee of the provider shall be deemed an officer, employee, or agent of the County.
- ***Non-Appropriations Clause:** Provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to provider of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.
- **Hold Harmless/Indemnification Clause:** Provider shall indemnify, defend, save and hold harmless the County of Gila and its 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 Provider or any of its owners, officers, directors, agents, employees or subcontractors. 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 Provider 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 Provider from and against any and all

claims. It is agreed that the Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Provider 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 Provider for the County.

- **Entire Contract Clause:** The provider and the County have read this contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties.
- **Non-Waiver of Enforceability:** Failure of the County to enforce, at any time, any of the provisions of this contract, or to request at any time performance by provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.
- **Governing Law:** Both parties agree that this contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

***Cancellation:** Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

***Legal Arizona Workers Act Compliance:** Provider hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each subcontractor who performs any work for Provider 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 Provider and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider'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 Provider 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, Provider 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 as soon as possible so as not to delay project completion.

Provider 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 Provider.

Appendix A

Support Service Rates:

Description	Rate
Hourly rate for services	$175.00

NOTE: NOT TO EXCEED 80 HOURS FOR PERIOD OF NOVEMBER 16, 2010 THROUGH JUNE 30, 2011

Hye Tech Network & Security Solutions, LLC

Signature: _____

Name: SARO HAYAN

Title: CTO / FOUNDER

Gila County

Signature: _____

Name: _____

Title: _____

JANICE K. BREWER
Governor

DAVID RABER
Interim Director

ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
http://www.azdoa/spo

MEMORANDUM

DATE: December 23, 2009
TO: EPS060043 Contractors
FROM: Maureen L. McGovern, Senior Procurement Specialist
RE: Contract Discussion and required amendments

I have the contractual authority to unilaterally extend the above referenced contracts and do some contract maintenance items in ProcureAZ. I will shortly be extending the contracts through July 16, 2011, the remaining allowable period of the contract.

I have received information from several of you regarding requested changes in manufacturer lines or company names during the life of this contract. I discussed these questions with the Deputy State Procurement Administrator and wanted to respond to those questions at this time.

Because your contracts were awarded as the result of a competitive process, any proposed changes must be consistent with the terms of the contract and with the competitive solicitation process under which the awards were made (for example, your award was predicated upon an evaluation of your organization's structure and stability, the manufacturers you proposed to represent and their specified product lines at time of award, and the competitive pricing you offered on those specified product lines.)

Questions have arisen in the following areas:

- Change in your organization's (contractor) name – You must advise me in writing of the change in contractor name, the reason for the change, and whether or not the Tax ID number will change.
    - If the Tax ID number is unchanged, you must change your vendor name in ProcureAZ (https://procure.az.gov). I will notate the change in ProcureAZ.
    - If the Tax ID number is changed, I would need to approve the change and would need a formal request. Such a request would include the above information, plus additional documentation, the nature of which would depend upon the reason for the change. For example, if the name change is the result of a buyout of your organization (contractor XX) by organization YY, we would need documentation regarding the change, such as a press release; proof that YY is in good standing with the Arizona Corporation Commission; and documentation demonstrating that YY provides an equivalent quality of structure and stability as that provided by awarded contractor XX. After approval, you must create a new vendor profile (for YY) in ProcureAZ and I must be advised when that is done. I can then reassign the contract to the new vendor profile.

- Change of product line manufacturer –
  - You no longer represent the manufacturer product line for which you received an award - I would need a written document advising that you no longer represent that manufacturer and why. If the explanation is acceptable, I will amend the contract and drop that manufacturer from your contract.
  - You wish to add a new manufacturer - Since this was a competitive solicitation with specified lines as part of the award, you may only represent the manufacturers as identified in your proposal. No new manufacturers are allowed.
  - Name change of manufacturer – Similar to the situation where the contractor name is changed,
    - if there is no change in manufacturer's tax ID number, and the name change does not represent changes in the manufacturer's business structure or product lines, I can be advised of the change in writing and will adjust the contract in ProcureAZ showing the new name.
    - If, for example, the manufacturer was bought out by another organization, I would need information such as reason for the change and press releases, etc. I can then amend the contract. PLEASE NOTE: The product line cannot be expanded to the new manufacturer's entire line; the products you represent must remain consistent with the product line you represented at time of award, and the pricing consistent with your contract pricing.
- You wish to change/expand the product lines of the current manufacturers you represent – Again, since we must respect the competitive process under which you won your award, this is not allowable. Although product lines are not allowed, the contract does allow for new products consistent with product line award. That contract clause is provided here.

  Changes, Products and Services

  The State, at its sole discretion may allow new products announced by manufactures represented on the Contract to be incorporated. The request may be submitted at any time during the Contract's term and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request: 1) A formal announcement from the Contractor stating that the product(s) are new and were not available at the time of Contract award; 2) Documentation from the manufacturer that cites the effected products by item number and description; 3) Documentation that provides clear evidence that the new products are those that are within an established contract group. No other products will be allowed; 4) Documentation that states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved and that will be sold at the existing discount (percents %) of list price as existing products. Approval shall be in the form of a Contract Amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the Contractor shall make available all electronic and hard catalog/price list updates to all Customers at no additional cost to the State.
- Clean up and corrections – I noticed some content discrepancies in a limited number of the contracts, particularly when they were reformatted. Depending upon the extent of the discrepancies and any required revision(s), I may add corrective language in an amendment. I may also remove attachments that are not current from the ProcureAZ website when I extend the contracts.

Attached is the summary of awards as is current per my records. You may have made requests for changes. If the request is allowable, given the above explanation, please contact me again to reactivate the request. I appreciate your patience as I worked through these issues and look forward to continuing to work with you through the coming year.

Attachment

Organization	Contact	E-Mail	Phone	Ext.	Fax	Address	City	State	Zip
Gila Bend, Town of	Stacey Young	syoung@gilabendaz.org	928-683-2255		928-683-6430	PO Box A	Gila Bend	AZ	85337
Gila County Finance/Purchasing	Misti Williams	mwilliams@co.gila.az.us	928-402-8745		928-425-7056	1400 E. Ash Street	Globe	AZ	85501
Gila River Health Care	Melissa Notah	mnotah@GRHC.org	602-528-1239		602-528-1245	PO Box 38	Sacaton	AZ	85147
Gila River Indian Community	Geneva Gooden	geneva.gooden@gric.nsn.us	520-562-6071		620-562-6079	PO Box 2160	Sacaton	AZ	85217
Gilbert Public Schools	Jean Hyland	jean_hyland@gilbert.k12.az.us	480-497-3379		480-497-3387	140 S. Gilbert Road	Gilbert	AZ	85296
Gilbert, Town of	Jess Romney	jessr@ci.gilbert.az.us	480-503-6818		480-503-6818	50 E. Civic Center Drive	Gilbert	AZ	85296
Glendale Elementary School District #40	Lari Staples	lstaples@gesd40.org	623-237-6281		623-842-8323	7301 N. 58th Avenue	Glendale	AZ	85301
Glendale Union High School Dist. #205	Cynthia Resendes	crresend@guhsdaz.org	623-435-6020		623-435-6047	7650 N. 43rd Avenue	Glendale	AZ	85301
Glendale, City of	William Brewer	bbrewer@glendaleaz.com	623-930-2865		623-915-2694	6829 N. 58th Drive	Glendale	AZ	85301-2599
Globe Unified School District #1	Carol Dalmolin	cdalmolin@globeschools.org	928-402-6042		928-425-8912	455 N. Willow Attn: A/P	Globe	AZ	85501
Globe, City of	Teresa Williams	globefinance@cableone.net	928-425-7146	11	928-425-4820	150 N. Pine Street	Globe	AZ	85501
Golder Ranch Fire District	Kristina Van Aken	kvanaken@golderranchfire.org	520-825-9001	2011	520-825-5988	3885 E. Golder Ranch Road	Tucson	AZ	85739
Goodyear, City of	Bob Carrier	bcarrier@goodyearaz.gov	623-882-7893		623-925-0829	190 N. Litchfield Road	Goodyear	AZ	85338
Graham County	Judy Dickerson	jdickerson@graham.az.gov	928-428-3250		928-428-5951	921 Thatcher Blvd	Stafford	AZ	85546
Greenlee County	Yvonne Pearson	ypearson@co.greenlee.az.us	928-865-2072		N/A	PO Box 908	Clifton	AZ	85533
Greer Fire District	Rye Sluiter	rsluiter.greerfire@frontiernet.net	928-735-7279		928-735-7325	PO Box 242	Greer	AZ	85927
Guadalupe, Town of	Vicki Miller	vlmiller@guadalupeaz.org	480-505-5373		480-505-5368	9241 S. Avenida Del Yaqul	Guadalupe	AZ	85283
Hackberry Elementary School Dist. #3	Dr. Thomas McCraley	tmccraley@mcss.k12.az.us	928-692-0013	201	928-692-1075	9501 Nellie Dr. HC 30 Box 101	Kingman	AZ	86401
Harquahala Valley Fire District	Steve Sandell	ssandell@harquahalafire.org	928-372-4726		928-372-2235	51501 W. Tonto Street	Tonopah	AZ	85354
Harvest Power Community Development Group	JoAnn Kelly	jkelly@harvestprep.com	928-783-6266		928-783-4543	350 E. 18th Street	Yuma	AZ	85364
Hayden-Winkelman Unified School District	Jeff Gregorich	gregorichj@hwusd.k12.az.us	520-356-7876	1310	520-356-7303	PO Box 409	Winkelman	AZ	85292
Heber-Overgaard Fire Department T-400	Janie Gonzales	j.gonzales@hofdaz.com	928-535-4346		928-535-3175	PO Box 1010	Overgaard	AZ	85933
Heber-Overgaard Unified School District #6	Ken Van Winkle	kvanwinkle@h-o.k12.az.us	928-535-4622		928-535-5146	PO Box 547	Heber	AZ	85928
Heritage Elementary School	Randy Musgrove	musgrover@qwest.net	520-990-7522		520-989-8002	6400 E. Golflinks #120	Tucson	AZ	85712
Highlands Fire District	Robyn Wilson	rwilson@highlandsfire.org	928-525-1717		928-525-2808	568 Kona Trail	Flagstaff	AZ	86001
Higley Unified School District #60	Rebedda Reber	rreber@husd.org	480-279-7018		480-279-7511	2935 S. Recker Road	Gilbert	AZ	85297
Hillside Elementary District #35	Carmita deGanohl	hillside_school@hotmail.com	928-442-3416		928-442-9591	HC01 Box 3056	Bagdad	AZ	86321

Regular Agenda Item Item #: 4- E

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Darryl Griffin, IT Director	Submitted By:	Kaycee Stratton, Deputy County Manager
Department:	Deputy County Manager	Division:	Information Technology

Fiscal Year:	FY2011	Budgeted?:	Yes
Contract Dates - Begin & End:	Nov. 16, 2010 - Nov. 15, 2013		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Darryl Griffin		

Information

Request/Subject

Telecommunications Services Agreement with NPG Cable. Inc.

Background Information

This agreement will allow the Gila County I.T. Department to replace older T1 line technology with newer upgraded technology.

Evaluation

This three-year contract between Gila County and NPG Cable, Inc. will increase bandwidth, speed, and reduce network interruptions during lightening storms (Fiber is not susceptible to electrical surges). Bandwidth will increase from 3mbps to 5mbps. There will be a one-time installation charge of $7,500 and a monthly recurring cost of $825. The fiber installation and connection will replace two existing Qwest T1 lines at the monthy cost of $580. The additional $245 per month and the one-time installation charge will be absorbed by the Information Technology Department budget.

Conclusion

By entering into this Agreement, the overall network performance will be enhanced within Gila County government.

Recommendation

The I.T. Department recommends the approval of this Agreeement to provide point-to-point connection from County's Payson Administration Building to the Payson Sheriff's Office Sub-Station.

Suggested Motion

Information/Discussion/Action to approve a Telecommunications Services Agreement between Gila County and NPG Cable, Inc. for the period November 16, 2010, through November 15, 2013, which will provide point-to-point connection between the Gila County Payson Administration Building and the Gila County Sheriff's Office Payson Sub-Station for a one-time installation cost of $7,500 and a monthly recurring cost of $825.
(Kaycee Stratton)

Attachments

Link: NPG Cable Agreement

Commercial Services

TELECOMMUNICATIONS SERVICES AGREEMENT

*Effective this_16th___*day of _NOVEMBER_____, 2010__, this agreement is made between:

Customer Name:	GILA COUNTY	NPG Cable Inc, - Commercial Services
Contact Name:	DARRYL GRIFFIN	Account Manager Name: RON RUDICEL
St. Address:	608 E HWY 260 PAYSON,AZ 85541	65 COFFEE POT DRIVE SUITE A
	108 W MAIN ST PAYSON , AZ 85541	SEDONA , AZ 86336
BILLING ADDRESS	1400 E . ASH ST GLOBE , AZ 85501	928-282-3096 EXT 11041 CELL 928-821-1257
Main Billing Tel. No:	928-402-8775 KAYCEE STRATTON	

1. Services. Customer hereby agrees to purchase from NPG Cable Inc. ("NPG") the services identified in the attached Exhibit(s) to this Agreement, or any Addendum expressly made a part hereof, ("Services") pursuant to the terms and conditions of this Agreement. The Services will be provided to the Customer locations specified in the attached Exhibits and Addenda. Other Customer locations may be added to this Agreement only upon mutual written agreement of the parties. This Agreement and any Addendum hereto becomes binding when it has been signed by an authorized NPG representative. Under no circumstances may the Customer resell the Services being provided under this Agreement.

2. Term. Customer shall purchase the Services identified in each Exhibit and Addendum for the period of time stated in the Exhibit or Addendum applicable to such Service ("Service Period"). Subject to NPG's receipt of any necessary regulatory and other governmental approvals or completion of any work or installation of facilities needed to provide the Services, and unless otherwise stated in the applicable Exhibit or Addendum, the Service Period shall be scheduled to commence on the "In-Service" date which shall be identified on the first invoice to the Customer. At the end of the Service Period, the terms and conditions set forth herein shall continue in full force and effect until a new agreement is entered into or the Service(s) is terminated. Although the terms and conditions shall continue to apply, NPG may charge its then-current month-to-month rates for the Service(s) as set forth on NPG's standard rate schedule that is available upon request. Either party may thereafter cancel this Agreement without further liability by either party upon sixty (60) days prior written notice to the other party.

3. Charges. Customer will pay the rates and charges and satisfy all other requirements set forth in the applicable Exhibit(s) and Addenda. Customer shall also pay all applicable equipment installation service fees, and all applicable taxes, fees or surcharges that may be required under applicable law, regulations, or tariffs in connection with the Services. Such taxes, fees and/or surcharges are subject to change without notice to Customer. Charges for ancillary services, including but not limited to, charges for installation and change orders, will be imposed at NPG's current rates and such charges are also subject to change without notice to the Customer. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's best estimate of data throughput requirements, usage patterns and other characteristics.

4. Billing. NPG will invoice Customer monthly. Payments will be due net twenty seven days from the invoice date unless a different due date appears on the invoice. Payments received after the due date may be subject to a late payment charge of 1.5% per month or the maximum rate permitted by law, whichever is lower, on all overdue amounts until Customer's account is current. Should Customer have a billing dispute, Customer must provide notice to NPG in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount, and Customer shall pay the undisputed portion as due. If NPG determines that a disputed charge was billed correctly, payment shall be due from Customer within five (5) days after NPG advises

Customer that the dispute is denied. All rates contained within this contract, excluding NRCs, will be subject to annual rate increases up to seven percent.

5. Termination and Minimum Commitment Charges. The rates set forth in the Exhibits and any Addenda hereto are established in consideration to purchase a minimum amount of Services during each year/month of the Service Period as set forth in the applicable Exhibit or Addendum. If Customer cancels or causes the termination of this Agreement or any Services provided hereunder prior to expiration of the Service Period, Customer shall be required to promptly pay to NPG Early termination and/or Underutilization Charges as set forth in the applicable Exhibit or Addendum in addition to any amounts already owed. Customer shall provide a sixty (60) day prior written notice of any cancellation or termination by Customer.

6. Indemnification. NPG shall not be liable for, and Customer indemnifies and holds NPG harmless from any and all losses, claims, demands, damages, expenses (including reasonable fees and disbursements of counsel), suits or other actions, arising out of the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander, and invasion of privacy.

7. Limited Warranty. NPG WILL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICES SUBSTANTIALLY IN ACCORDANCE WITH ANY SERVICE DESCRIPTIONS SET FORTH IN THIS AGREEMENT. IF THE SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, OR DUE TO SCHEDULED MAINTENANCE, NPG'S SOLE OBLIGATION SHALL BE TO REPAIR AND RESTORE THE SERVICES AT NPG'S EXPENSE AND TO PROVIDE TO CUSTOMER ANY CREDITS FOR THE AFFECTED SERVICES IN ACCORDANCE WITH THE APPLICABLE EXHIBIT OR ADDENDUM. THE FOREGOING WARRANTY AND REMEDY IS NPG'S EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, UNLESS OTHERWISE STATED IN AN APPLICABLE EXHIBIT HERETO. NPG HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARPANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR PAYMENT BY CUSTOMER OF AMOUNTS OWED TO NPG FOR SERVICES PROVIDED UNDER THIS AGREEMENT. NPG'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES ARISING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE CHARGES FOR THE SERVICES AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE. NPG MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES IN THIS AGREEMENT AND WHILE NPG SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

9. Termination of Services by NPG. NPG may terminate, suspend or limit use of any Services provided under this Agreement without liability and with notice as required by law to Customer, for the following reasons: a) The Service is being used in violation of any applicable federal, state, or local law, ordinance or regulation; b) The Services are being used in an unauthorized or fraudulent manner; c) The use of the Services adversely affects NPG's equipment or its service to others; d) A court or other governmental authority having jurisdiction issues an order prohibiting NPG from furnishing the Services to Customer; or e) Customer fails to pay undisputed charges for Services provided.

10. Default. If NPG fails to substantially perform its obligation to provide any Service in accordance with this Agreement, or if Customer fails to substantially perform its obligations hereunder in connection with any Service, and such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, then the non-defaulting party shall have the right to terminate the specific Service to which the default pertains. Upon termination of such Service, Customer shall be liable for any unpaid charges for the terminated Service incurred up to the time of termination of such Service. If such termination is due to the default of Customer, then Customer shall be required to pay the applicable termination liability charges as

set forth in the applicable Exhibits and/or Addenda. The Agreement shall not be terminated, and shall continue in effect, with respect to all other Services that are not the subject of such default. Termination of any Service, or any Exhibit or Addendum, for any cause shall not release either party from any liability which at the time of termination had already accrued or which hereafter accrues for any act or omission occurring prior to the termination or from an obligation which is expressly stated in the Agreement to survive termination.

11. Alternate Dispute Resolution (ADR). Except for any actions seeking injunctive relief and claims relating to indemnity or infringement disputes, the parties agree that any other claim, controversy, or dispute arising out of or relating to this Agreement ("Arbitral Claims") shall be subject to the following ADR procedure as the sole remedy with respect to any such Arbitral Claim. Any such Arbitral Claim shall be first subject to a sixty (60) day negotiation period between the parties in which each party shall disclose to the other party all such documents, facts, statements and any other information which are reasonably requested by the other party and are relevant to the dispute in question. Should such negotiations fail to resolve the dispute within sixty (60) calendar days, either party may refer the dispute to binding arbitration of a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be based upon only this Agreement, applicable law, and the information disclosed by the parties during the negotiation period. The decision of the arbitrator shall be reduced to writing, shall be final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof In all arbitrations, the arbitrator must give effect to applicable statutes of limitation, and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis. No action, regardless of form, arising out of this Agreement or the transactions contemplated hereby, may be brought by either party more than two (2) years after the cause of the action arose. The arbitration shall be held at such mutually convenient location as the arbitrator shall designate, which shall be within the State where the Services that are the subject of such arbitration were provided to Customer. If the Service that is the subject of the arbitration is provided in more than one state, then the arbitrator shall designate a mutually convenient location for such arbitration. Each party will bear its own costs of arbitration but shall split equally the fees of the arbitration and the arbitrator.

12. Delayed Performance or Failure to Perform. Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment.

13. Customer-Provided Facilities or Equipment. Customer shall ensure that the facilities or equipment provided by Customer are properly interconnected with the Services, facilities and equipment provided by NPG. NPG shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by the Customer or a third party and if such facilities cause damage to NPG, its customers, and/or its providers, Customer shall be liable therefore. Customer is also solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services and NPG shall have no liability therefore.

14. Miscellaneous:

a) **Entire Agreement.** This Agreement, including Exhibits and any Addenda made a part hereof, constitutes the entire agreement of the parties pertaining to the subject matter herein and supersedes all prior agreements, negotiations, and representations, whether written or oral, concerning such subject matter. No representations or warranties express or implied, have been made or relied upon in the making of this Agreement other than those specifically contained in this Agreement. Unless specified otherwise, this Agreement may be modified or amended Only if done in writing and signed by both Parties.

b) **Waiver**. Either parts failure to enforce any of the provisions of this Agreement or to exercise any right or option is lot a waiver of any such provision, right, or option, and shall lot affect the validity of this Agreement. Any waiver must be written and signed by the Parties. If any provision of this Agreement or the provision of any Service under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if lot containing such provision or lot requiring the provision of such invalid, illegal, or prohibited Service in such State or jurisdiction.

c) **Assignment.** Neither party may, without the prior written consent of the other party, assign or transfer its rights or obligations under this Agreement; consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, NPG may, without prior notice, assign this Agreement, in whole or in part, to any NPG affiliate, or to a successor entity upon the merger, reorganization, consolation or sale of all or substantially all of NPG's assets. For purposes of this Section, "affiliate" shall mean a person or entity that directly or indirectly controls or is controlled by or is under common control with NPG. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

d) **Authority.** Each signatory to this Agreement represents and warrants that he or she has authority to bind the entity on whose behalf he or she is executing this Agreement.

e) **Notices**. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to NPG Cable Inc. Commercial Services, 102 N. Woodbine Rd., St. Joseph, MO, 64506, Attn: Contracts Administrator and to Customer at the address specified above. Notices shall be deemed effective five (5) business days after such mailing.

f) **Compliance with Laws.** Each Party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement. The Services shall be subject to such orders, rulings now or hereafter issued or filed with the Federal Communications Commission (FCC) and/or the applicable state regulatory commission if and to the extent required by law. In the event of a conflict between the terms of any such orders, or rulings this Agreement, the terms of such tariffs shall apply to the extent required under applicable law. If, during the term of this Agreement, rulings covering the Services are withdrawn pursuant to statutory changes or orders from the FCC or other governmental or judicial authority, this Agreement shall continue in full force and effect and the rates, terms and conditions set forth herein shall fully control.

g) **Confidentiality**; Publicity. Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable laws or regulations. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other public statement concerning this Agreement. No such release or statement shall be published until after its contents have been reviewed and agreed upon by the parties.

h) **Applicable Law.** In the event of any claim or dispute, the laws of the jurisdiction in which NPG provides to Customer the particular Service that is the subject of such claim or dispute shall apply. If Service provided is multi-jurisdictional, then the laws of the State of Arizona will apply.

i) **Authorization.** NPG's provision of Service is subject to authorization to operate in the jurisdiction(s) where the Services are provided. The obligation of NPG to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet Customer's order for service. NPG will make all commercially reasonable efforts to secure the necessary facilities, providing such Service will lot adversely affect NPG's services.

j) **Additional Quantities.** Additional quantities of Services provided under any existing Exhibit to this Agreement may be ordered without the need for signed amendment or addendum, subject to written agreement of the parties upon a mutually acceptable process to be followed for the ordering of such additional quantities of Services.

15. Attachments. Customer subscribes to the Service(s) by checking and initialing the applicable Exhibit(s) below. The selected Services are described, including the rates and charges, in the following Exhibits attached hereto and made a part hereof

Check Applicable Exhibit (s) Customer's Initials

[X]	Exhibit A —	Private data circuit service, Point to Point	
		Symmetrical, Data Rate	_____5_____ MB
[ ]	Exhibit B —	Internet Access ServicE	
		Symmetrical, Data Rate	_____ MB

Relationship to Parties: Provider is an independent contractor of the County. Provider represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by provider that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither provider nor any employee of the provider shall be deemed an officer, employee, or agent of the County.

Non-Appropriations Clause: Provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to provider of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

Hold Harmless/Indemnification Clause: Provider shall indemnify, defend, save and hold harmless the County of Gila and its 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 Provider or any of its owners, officers, directors, agents, employees or subcontractors. 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 Provider 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 Provider from and against any and all claims. It is agreed that the Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Provider 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 Provider for the County.

Entire Contract Clause: The provider and the County have read this contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties.

Non-Waiver of Enforceability: Failure of the County to enforce, at any time, any of the provisions of this contract, or to request at any time performance by provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

Governing Law: Both parties agree that this contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

Cancellation: Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

Legal Arizona Workers Act Compliance: Provider hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each subcontractor who performs any work for Provider 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 Provider and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider'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 Provider 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, Provider 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 as soon as possible so as not to delay project completion.

Provider 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 Provider.

NPG Data Services Specifications

Private data circuit service provides dedicated point-to-point connections through non-switched, non-usage sensitive dedicated facilities. The service offers two-way simultaneous transmission at Customer's selected bandwidth. Customer must select the locations serviced, circuit speed, and term of contract.

Service Description	Mean Time To Repair (MTTR Max.)	Network Latency (One-Way Delay)	Auto Restoration Time	Target Circuit Availability
DS05 Full Service (5MB) (using point-to-point local access)	*5.0* hours	<35 ms	<100 ms *	99.950%
DS10 Full Service (10MB) (using point-to-point local access)	*4.5* hours	<35 ms	<100 ms *	99.950%
DS25 Full Service (25MB) (using point-to-point local access)	*4.5* hours	<35 ms	<100 ms *	99.950%
DS50 Full Service (50MB) (using point-to-point local access)	*4.0* hours	<35 ms	<100 ms *	99.950%

DS100 Full Service (100 MB) (using point-to-point local access)	*3.5 hours*	<35 ms	<100 ms *	99.950%
DS200 Full Service (200 MB) (using point-to-point local access)	*3.5* hours	<35 ms	<100 ms *	99.950%

** Additional installation charge for redundant electronics*

MTTR shall be the cumulative amount of time (minutes/hours) between the opening of a trouble ticket by NPG, upon notification from Customer, and subsequently closed out by NPG.

Auto Restoration Time – The amount of time required for redundant electronic switching.

Circuit Availability is measured on a calendar month basis. The Private Data Circuit Availability is designed to meet the availability requirements as shown in Table 1.

Table-1

Percentage Below Target Circuit Availability SLA		**Credit Percent of MRC of Affected Circuit**
From (Minimum)	**To (Maximum)**	
-0.010%	-0.199%	25.0%
-0.200%	-0.399%	50.0%
-0.400%	-0.499%	*75.0%*
-0.500%		100.0%

EXHIBIT "B" - DOMESTIC INTERNET ACCESS SERVICE –

1. Description of Service. Provides dedicated connection through non-switched, non-usage sensitive dedicated facilities. The service offers two-way simultaneous transmission at Customer's selected bandwidth. Customer must select the location serviced, circuit speed, and term of contract.

2. Contract Term of "Service Period". Customer commits to purchase the Services as set forth in this Exhibit for a term of _____3____ years (__36__ months) following installation of the Services (if 'lot previously installed) and NPG's completion of all work necessary for the provision of the Services under the terms hereof the "Service Period".

3. Access Arrangements. With respect to the terminating location, Customer must select either "Full Service" or "Customer Provided Access" at each location, described as:

a) Full Service. Full Service (also referred to as "End-to-End Service") applies to all Network components from one Customer premise to another Customer premise including any local access facilities, transport, and any network components covered herein. With Full Service, NPG is responsible for order, installation, maintenance, coordination, repair, billing, and test and turn-up of the service from premise-to-premise. The Customer is responsible for providing accurate information pertaining to ordering, repair, contact information, billing, and product specific requirements.

Customer Premise. For the purposes of this Exhibit, the term "Customer premise" shall mean the minimum point of entry ("demarcation point" or "demarc") of the building address provided by Customer when Full Service has been selected by

Customer. NPG shall have no responsibility for pricing or providing, on a standard basis, any inside wiring beyond the demarc of the building address provided by Customer.

b) Customer Provided Access. Customer Provided Access (also referred to as "POP-to-POP Service") allows Customer to provide its own local access at the originating and/or terminating ends of a circuit. NPG will only order, provision, bill, and repair the POP-to-POP transport portion of the circuit. Customer is responsible for the installation, maintenance, and repair of the local access facilities. The vendor providing the local access facilities and is responsible for installation, maintenance, and billing.

4) Termination Charges. If the order is cancelled prior to installation of the access equipment, a cancellation charge of $500 will be applied per circuit. If Customer cancels an order after the access equipment has been installed, but before the circuit is completely installed, Customer shall pay NPG an order cancellation charge of $500 per circuit, plus all non-recurring charges (including any waived non-recurring charges) and all other costs passed on to NPG from its underlying providers. In the event Customer elects to terminate the Services provided under this Exhibit, or causes termination by its default, subsequent to installation but prior to expiration of the contract term, Customer must pay a lump sum equal to 100% of the monthly rate for the remaining months in the unexpired portion of the first year of the contract term, plus 50% of the monthly charges for the remainder of the term of contract. Any nonrecurring charges waived as a result of a term commitment shall be payable in full. NPG shall bill the Customer after receipt of Customer's written notice of termination, and such charges shall be paid in accordance with the Agreement. Customer acknowledges that NPG's actual damages arising from such early termination are impossible to ascertain, that the Termination Charges are a reasonable estimate of same, and that such charges constitute liquidated damages and not penalties.

5) Service Upgrades. Customer may elect to terminate the Services provided under this Exhibit and enter into a new commitment for an upgraded service (as determined by the sole discretion of NPG) without the imposition of termination charges subject to the following conditions:

a) When Customer upgrades service, the order to discontinue the existing service and the order to upgrade service must be received by NPG at the same time.

	NPG POP		**Customers Location**		
Address (line 1)	632 N BEELINE HWY		608 E HWY 260		
Address (line 2)			108 W MAIN ST		
City, State Zip Code	PAYSON , AZ 85541		PAYSON , AZ 85541		
Contact: *(Name/Phone)*	RON RUDICEL	928-821-1257	DARRYL GRIFFIN	928-402-8775	
Access Arrangements. *(check one for each locations)*	[X] Full Service [] Customer Provided Access		[X] Full Service [ ] Customer Provided Access		

Access Arrangement Full Service via Point-to-Point Access
Point to Point Private Data Line Charges:

RATE ELEMENT	**MRC**	**NRC**
SYMMETRICAL POINT TO POINT 5 MEG	$825.00	$7,500.00

TOTALS	$825.00	$7,500.00

CIRCUIT TYPE	QUANTITY	TOTAL MRC	TOTAL NRC
5 meg	1	$825.00	$7,500.00

AGREED AND ACCEPTED:

SIGN HERE

(Customer)

By _____

Name _____

Title _____

Date _____

NPG Cable Inc.

By Bill Severn

Name Bill Severn

Title Chief Operating Officer

Date 10/9/10

Regular Agenda Item Item #: 4- F

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Darryl Griffin, IT Director	Submitted By:	Kaycee Stratton, Deputy County Manager
Department:	Deputy County Manager	Division:	Information Technology
Fiscal Year:	FY 2010-2011	Budgeted?:	Yes
Contract Dates - Begin & End:	Nov. 16, 2010 - Nov. 15, 2013		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	Darryl Griffin		

Information

Request/Subject

Cable One Commercial Service Agreement

Background Information

The agreement will allow the Gila County I.T. Department to extend the existing Cable One Commercial Service Agreement dated Nov. 13, 2007; Addendum #1 dated July 9, 2008; and Addendum #2 dated July 9, 2009. This will also include a new service connection to the Public Works Facilities located at 745 N. Rose Mofford Way.

Evaluation

The three-year contract between Gila County and Cable One Commercial Services will extend the existing contract that provides metro-fiber communications to the Gila County Courthouse, Guerrero Complex, County Attorney's Office (downtown location), and the Central Heights Facility. It will also provide metro-fiber communications for the new Public Works Facility. Bandwidth will increase from 40mbps to 50mbps. There will be a one-time installation charge of $1,500 and a monthly recurring cost of $3,455. This will be an additional $540 per month that will be absorbed by the Information Technology Department.

Conclusion

By entering into this Agreement, the overall network performance will be enhanced within Gila County government.

Recommendation

The I.T. Department recommends the approval of this Agreement in order to allow Cable One Commercial Services to provide continued metro-fiber communications to Gila County.

Suggested Motion

Information/Discussion/Action to approve a Commercial Service Agreement between Gila County and Cable One Commercial Services for the period November 16, 2010, through November 15, 2013, to provide metro-fiber communications for the Gila County Courthouse, Guerrero Complex, Central Heights Facility, County Attorney's Office (downtown location), and the new Public Works Complex for a one-time installation cost of $1,500 and a monthly recurring cost of $3,455. **(Kaycee Stratton)**

Attachments

Link: Cable One Commerical Service Agreement

CABLE ONE COMMERCIAL SERVICE AGREEMENT

This Commercial Service Agreement ("Agreement") is made this 16th day of November, 2010 by and between Cable One, Inc. ("Cable One") located at 1314 N. 3Rd Street, Phoenix, AZ 85004 and Gila County Government ("Subscriber"), located at 1400 E. Ash Street, Globe, AZ 85501.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES
During the term of this Agreement, Cable One shall provide fiber optic Internet & Data Service ("Data Service") to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: FEES
In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Cable One in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date specified under the Section 3: TERM. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late charge of the highest rate allowed by law on the unpaid invoice.

Monthly Charge:	$3,455.00	Other: $0.00	Total: $3,455.00
Installation Charge:	$1,500.00	Other: $0.00	Total: $1,500.00

SECTION 3: TERM
This Agreement shall remain in effect for a term of 36 months commencing on the service date of December 15, 2010and shall be automatically renewed for a subsequent term of 12 months unless terminated prior to the end of any term by Cable One or Subscriber by at least 30 days written notice given to the other at the address shown herein (or such other address as is subsequently provided in writing). The monthly charge may increase in any renewal term by the lesser of 4% or change in the CPI with 30 days advance written notice to the Subscriber.

SECTION 4: ENGINEERING REVIEW
Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 5: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT
Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One -owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, in a timely manner, when repair or maintenance is necessary. Except for Cable One's maintenance obligations as set forth herein, Subscriber shall indemnify Cable One and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment. Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not,

directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION #6: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

(a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

(b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or

(h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.

(i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION #7: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION #8: COPYRIGHT MATERIALS

Subscriber shall hold Cable One harmless for any improper use of copyrighted materials accessed through Cable One's Data Service. Cable One bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, Cable One retains the right to take down or disable access to the allegedly infringing material. It is Cable One's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION #9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION #10: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION #11: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION #12: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION #13: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be reasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not; however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION #14: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Cable One for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Cable One's exercise of its rights under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION #15: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

(a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

(b) CABLE ONE'S LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION #16: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, CABLE ONE SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CABLE ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR (D) ANY OTHER MATTER RELATING TO CABLE ONE'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION #17: INDEMNIFICATION

Indemnification: Each party (the "Indemnitor") shall defend, indemnify, and hold harmless the other party and its officers, directors and employees (the "Indemnitee"), for any claim, cost, loss, damage, expense (including reasonable attorneys' fees) or liability that may result by reason of any breach by the Indemnitor of any term in this Agreement (a "Claim"), except to the extent such Claims are caused by or result from the negligent or willful actions of the indemnified Party, its employees, agents, contractors, or representatives. The Indemnitor shall defend or settle, at its own expense, any action arising out of any Claim; provided, however, that the Indemnitee will have the right to approve any settlement, which approval right will not be unreasonably withheld. Notwithstanding the foregoing sentence, failure by the Indemnitee to provide the Indemnitor with prompt notice of a Claim shall not relieve the Indemnitor of its indemnification obligations hereunder except to the extent that the Indemnitor was actually prejudiced as a result of such failure.

SECTION #18: NONDISCLOSURE

(a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, complied, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.

(b) Each Party agrees that violation of this section 18 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION #19: MISCELLANEOUS:

a) Governing Law: Both parties agree that this contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

b) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

c) The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

d) If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

e) Relationship to Parties: Cable One is an independent contractor of Subscriber. Cable One represents that it will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with Subscriber. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Cable One that it shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Cable One nor any employee of Cable One shall be deemed an officer, employee, or agent of Subscriber.

f) Non-Appropriations Clause: Cable One acknowledges that Subscriber is a governmental entity, and the Subscriber's financial obligations under the Agreement are based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of Subscriber's obligations under this contract, then this contract shall automatically expire without penalty to Subscriber after written notice to Cable One of the unavailability and non-appropriation of public funds. It is expressly agreed that the Subscriber shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure. Subscriber agrees that should this Agreement be terminated for lack of funds, Subscriber will not contract with any other party for the same services in the same locations during what would otherwise be the term of this Agreement. At the time of execution of this contract, Subscriber represents that it has no knowledge that funding will not be available for the term of this contract.

g) Cancellation: Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511 due to conflict of interest of an interested state employee.

h) Legal Arizona Workers Act Compliance: Cable One hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Cable One's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Cable One shall further ensure that each subcontractor who performs any work for Cable One under this contract likewise complies with the State and Federal Immigration Laws.

Subscriber shall have the right at any time, upon reasonable prior notice, to inspect the books and records of Cable One and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Cable One'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 Cable One 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, Cable One 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 as soon as possible so as not to delay project completion.

Cable One shall advise each subcontractor of Subscriber'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 Subscriber 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 Cable One.

As indicated by the signatures below, both parties agree to and accept the terms of this Agreement as of the day and year stated above.

SUBSCRIBER:	**CABLE ONE, INC.**
By:_____	**By:**_____
Printed Name:_____	**Printed Name:** **Mike Bowker**
Title:_____	**Title:** **Vice President Business Sales**
Address:_____	**Address:** **1314 N. 3rd Street**
_____	**Phoenix, AZ 85004**
Phone:_____	**Phone:** **(602) 364-6000**

Appendix A

SERVICE DESCRIPTION:

INTERNET SERVICE:

CABLE ONE WILL PROVIDE GILA COUNTY GOVERNMENT WITH 10MBS OF SYMMETRICAL INTERNET ACCESS WITH A CATEGORY V ETHERNET CABLE HANDOFF. THIS SERVICE WILL INTERFACE WITH THE GILA COUNTY GOVERNMENT ROUTER/SWITCH EQUIPMENT LOCATED AT 1400 E. ASH STREET, GLOBE, AZ 85501.

INCLUDED IN THIS SERVICE WILL BE:

16 STATIC IP ADDRESSES IN THE FORM OF A CLASS C SUBNET, WITH THE SUBNET MASK OF 255.255.255.240 (/28), OF WHICH 13 ARE USABLE.

8 ADDITIONAL STATIC IP ADDRESSES IN THE FORM OF A CLASS C SUBNET, WITH THE SUBNET MASK OF 255.255.255.248 (/29), OF WHICH 5 ARE USABLE

8 ADDITIONAL STATIC IP ADDRESSES IN THE FORM OF A CLASS C SUBNET, WITH THE SUBNET MASK OF 255.255.255.248 (/29), OF WHICH 5 ARE USABLE

WAN SERVICE:

CABLE ONE WILL PROVIDE GILA COUNTY GOVERNMENT WITH SYMMETRICAL DATA NETWORK SERVICE WITH A CATEGORY V ETHERNET CABLE HANDOFF. THIS SERVICE WILL INTERFACE WITH THE GILA COUNTY GOVERNMENT ROUTER/SWITCH EQUIPMENT LOCATED AT THE SITE ADDRESSES SPECIFIED BELOW.

THIS DATA NETWORK SERVICE WILL INTERCONNECT THE 4 LOCATIONS OF GILA COUNTY GOVERNMENT AT THE SPEEDS AND LOCATIONS DESCRIBED BELOW.

SITE NAMES AND ADDRESSES:

SITE NAME	ADDRESS	BANDWIDTH
COUNTY COURTHOUSE	1400 E. ASH STREET, GLOBE, AZ 85501	20Mbps
CENTRAL HEIGHTS BUILDING	5515 S. APACHE AVENUE, GLOBE, AZ 85501	10Mbps
COUNTY ATTORNEY'S OFFICE	149 S. BROAD STREET, GLOBE, AZ 85501	10Mbps
PUBLIC WORKS ADMINISTRATION	745 N. ROSE MOFFARD WAY, GLOBE, AZ 85501	10Mbps

SUBSCRIBER

_____ **INITIALS**

CABLE ONE

_____ **INITIALS**

Regular Agenda Item Item #: 4- G

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Joseph Heatherly, Finance Director	Submitted By:	Joseph Heatherly, Deputy County Manager
Department:	Deputy County Manager	Division:	Finance

Fiscal Year:	2010	Budgeted?:	Yes
Contract Dates - Begin & End:	NA		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:			

Information

Request/Subject

Approval to purchase three New World software modules and associated IT hardware required to process - operate the system. The cost of the New World software is $29,760 and the hardware is $24,571 for a total of $54,331.

Background Information

In order to facilitate the implementation of the administrative functional enhancements including procedural changes in the contract management, purchasing, invoicing, cash management, and grant management Gila County must acquire new computer software and hardware. The requested new software modules include the following units: Grants Module, Miscellaneous Billings & Receivables Module, and Requisition Processing Module. In addition to the software, the direct support functions of implementation, training, and prorated software maintenance fees must also be included.

To support the operating software the County must also acquire an additional server and associated software to allow for “virtualization” of the new and current servers.

Evaluation

Two months ago the Finance Division undertook a project to evaluate the existing internal work functions and internal control finance/administrative activities with all departments. Upon the initial review and after reviewing audit report findings for the past 3 years we have indentified numerous deficiency findings that will require changes to past operating procedures and policies. In the past month we conducted one-on-one meetings with elected officials and directors of each department to review areas needing improvements and possible specific enhancements. We have also established project review teams to analyze the cause and effect of specific possible changes to procedures and policies. The major project teams are involved in these areas: supplier invoices, purchasing, audits, cash, payroll & timekeeping, New World systems, grants, and budgets.

The major focus of the administrative changes is to increase the overall effectiveness and efficiency of the counties employees. In order to accomplish this task we must centralize two functions; first, the functions of receiving and processing of supplier invoices, and second the issuing of purchase orders. The final step is to establish the ability of generating of grant financial reports via the new world system that is accurate and timely.

The funds for this request have been included in the current fiscal year budget of the finance department.

Past audit findings (2008 / 2009) will be resolved with the purchase of software and implementation of our revised procedures and policies. They are identified as; subsidiary grant accounting ledgers maintained by the programs are not reconciled to country's general ledger, grant reporting not submitted timely, payroll payments to individuals either as employees or contractors with voluntary deductions not properly completed, recording of capital assets and physical inventory not completed, and bank reconciliations not completed timely. The audits for 2008 highlighted 22 findings of these 10 were repeat and 10 new issues. The 2009 audit found 18 findings, with 14 repeat and 4 new.

Conclusion

At this time any cost savings or improvements are difficult to estimate but numerous internal improvements will be realized having both an efficiency and cost impact in the following areas:

- Improved efficiency and financial control in purchasing and monitoring all departmental expenditures
- Improved cash management included tracking AP and AR aging
- Improve timing and accurate payments to suppliers
- Allow for improved control on preparing and releasing of most external billing requirements
- Significantly improve internal audit controls via enhanced internal processes and procedures
- Improved the ability to timely track and submit reimbursement of grant projects
- Establish consistent procedures throughout all departments within Gila County
- Allow the ability to become proactive in reviewing and modifying ineffective practices.

Recommendation

Grant the approval to purchase both the New World software and hardware to enable the progess of the current improvement project to proceed.

Suggested Motion

Information/Discussion/Action to approve the purchase of three (3) New World financial system computer software modules and associated hardware totalling $54,311.
(Joe Heatherly)

Attachments

Link: software modules

GILA COUNTY PURCHASE REQUISTION

Fund #	Dept #	Program	Location	Account	Sub-Acct	Project #
1007	201	940		4500.36		

Department Name: Finance

QTY	ITEM DESCRIPTION	Unit Price	Total Price	Vendor Info.
1	New World Grant Module	$ 7,000.00	$ 7,000.00	New World Systems
1	New World Misc. Billing & Receivables Module	$ 7,000.00	$ 7,000.00	New World Systems
1	New World Requisition Processing Module	$ 7,000.00	$ 7,000.00	New World Systems
1	Implementation and Training Services	$ 9,600.00	$ 9,600.00	New World Systems
1	Standard Software Maintenance Pro-rated	$ 3,360.00	$ 3,360.00	New World Systems
	Tax			
	Shipping/Handling/Freight			
	Discount	$ (4,200.00)	$ (4,200.00)	Demonstration Site Discount
	TOTAL	$ 29,760.00	**$ 29,760.00**	

BOARD OF SUPERVISORS APPROVAL

SIGNATURE OF AUTHORIZED PERSONNEL

revised 08/23/10

New World Systems
The Public Sector Software Company

October 11, 2010

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Mr. Joe Heatherly
Gila County
P.O. Box 1093
1400 East Ash Street
Globe, AZ 85502-1093

Dear Mr. Heatherly:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibit AA and Proposal Summary dated 10/11/2010) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: _____
Larry D. Leinweber, President

Date: _____

GILA COUNTY, AZ
(Customer)

By: _____
Authorized Signature **Title**

By: _____
Authorized Signature **Title**

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Costs Summary: Licensed Standard Software and Implementation Services

	DESCRIPTION OF COST	COST
A.	LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	$16,800
B.	INSTALLATION AND TRAINING SERVICES as further described in the Proposal Summary	9,600
	ONE TIME PROJECT COST:	**$26,400**
C..	TRAVEL EXPENSES (Estimate)	$2,400

II. Payments for Licensed Standard Software and Implementation Services

	DESCRIPTION OF PAYMENT	COST
A.	ONE TIME PROJECT PAYMENT: 1. Amount due upon the Effective Date (100%)	$26,400
	ONE TIME PROJECT PAYMENT:	**$26,400**
B.	TRAVEL EXPENSES (Estimate) 1. 2 trips are anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses. All travel costs will be billed weekly for services provided in the previous calendar week.	$2,400

III. Standard Software Maintenance Services — $3,360

Standard Software Maintenance Agreement (SSMA) fees for the above software will be added to **Customer**'s current SSMA fees and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with **Customer's** existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

GILA COUNTY, AZ

Proposal Summary

October 11, 2010

A.	LOGOS.NET STANDARD APPLICATION SOFTWARE[1,2,3]	
ITEM	DESCRIPTION	INVESTMENT
	FINANCIAL MANAGEMENT	
	1. Logos.NET Additional Financial Management Software	
	- Grant Management	7,000
	- Misc. Billing & Receivables	7,000
	2. Logos.NET Procurement Management Suite	
	- Requisition Processing	7,000
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	**21,000**
	LESS DEMONSTRATION SITE DISCOUNT	**(4,200)**
	TOTAL SOFTWARE LICENSE FEE [4,5]	**$16,800**

B.	IMPLEMENTATION SERVICES [6]	
ITEM	DESCRIPTION	INVESTMENT
	IMPLEMENTATION	
	1. Up to 56 hours of Implementation and Training Services are included for: - Software Tailoring and Set Up - User Education and Training - Training is based on train-the-trainer - Other Technical Support - Support services may be provided remotely	9,600
	TOTAL IMPLEMENTATION SERVICES	**$9,600**
	TOTAL ONE TIME COSTS	**$26,400**

C.	MAINTENANCE	
ITEM	DESCRIPTION	INVESTMENT
	1. STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost) Annual SSMA to begin at the end of the warranty period; year one cost to be prorated to run concurrently with customer's existing SSMA.	
	90-Day Warranty from Date of Delivery	No Charge
	Year 1	$3,360

D.	TRAVEL AND LIVING EXPENSES (estimate)	
ITEM	DESCRIPTION	INVESTMENT
	1. TRAVEL EXPENSES (estimate) 2 trips at $1,200/each - Includes airfare, car rental, hotel accommodations, and per diem.	$2,400

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

ENDNOTES

1 *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*

2 *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

3 *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

4 *Prices assume that all software proposed is licensed.*

5 *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

6 *Travel and expenses are described in Section IIB of Exhibit AA.*

GILA COUNTY PURCHASE REQUISTION

Fund #	Dept #	Program	Location	Account	Sub-Acct	Project #
1007	201	940		4500.36		

Department Name: Finance

QTY	ITEM DESCRIPTION	Unit Price	Total Price	Vendor Info.
1	UPG-Vmware vCenter Foundation (A4054914)	$ 3,306.70	$ 3,306.70	Dell, Inc.
1	Basic Support/Sub for vCenter (A4058242)	$ 175.00	$ 175.00	Dell, Inc.
2	Vmware vSphere 4 Enterprise (A4058379)	$ 2,472.50	$ 4,945.00	Dell, Inc.
2	Basic Support/Sub fro Vmware vSphere(A4058312)	$ 1,540.20	$ 3,080.40	Dell, Inc.
1	PE R710 with Chassis for up to 6, 3.5-Inch Hard Drives & Intel 56XX Processors (Server box)	$ 11,542.99	$ 11,542.99	Dell, Inc.
	Tax	$ 1,521.30	$ 1,521.30	
	Shipping/Handling/Freight			
	Discount			
	TOTAL	$ 20,558.69	**$ 24,571.39**	

BOARD OF SUPERVISORS APPROVAL

SIGNATURE OF AUTHORIZED PERSONNEL

revised 08/23/10

DELL

QUOTATION

QUOTE #: 559989480
Customer #: 26666606
Contract #: 45ABZ
CustomerAgreement #: 45ABZ MHEC
Quote Date: 10/12/10
Customer Name: GILA COUNTY IT

Date: 10/12/10 8:27:13 AM

TOTAL QUOTE AMOUNT:	$12,266.57		
Product Subtotal:	$11,507.10		
Tax:	$759.47		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
UPG-VMware vCenter Foundation to vCenter Standard (A4054914)	1	$3,306.70	$3,306.70
Basic Support/Subscription for vCenter 4 Standard for 2 Months (A4058242)	1	$175.00	$175.00
VMware vSphere 4 Enterprise - 1 processor Max 6 cores per processor (A4058379)	2	$2,472.50	$4,945.00
Basic Support/Subscription for VMware vSphere ENT for 1 processor for 3 yr (A4058312)	2	$1,540.20	$3,080.40

Number of S & A Items: 4 | S&A Total Amount: $11,507.10

COMMENTS

H0682-4CL4K-N8033

038RM-3TZMM

SALES REP:	Lee Pieper	PHONE:	888-977-3355
Email Address:	lee_pieper@dell.com	Phone Ext:	

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

DELL

QUOTATION

QUOTE #: 557730908
Customer #: 26666606
Contract #: WN98ABZ
CustomerAgreement #: ADSPO10-00000010
Quote Date: 9/22/10
Customer Name: GILA COUNTY IT

Date: 9/22/10 3:01:34 PM

TOTAL QUOTE AMOUNT:	$12,304.82		
Product Subtotal:	$11,542.99		
Tax:	$761.83		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $11,542.99	GROUP TOTAL: $11,542.99
Base Unit:	PE R710 with Chassis for Up to 6, 3.5-Inch Hard Drives and Intel 56XX Processors (224-8462)		
Processor:	PowerEdge R710 Shipping (330-4124)		
Memory:	96GB Memory (6x16GB), 1066MHz Quad Ranked RDIMMs for 2 Processors, Optimized (317-2195)		
Monitor:	Embedded Broadcom, GB Ethernet NICS with TOE and ISCSI Offload Enabled (430-2970)		
Monitor:	Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)		
Video Card:	Intel Xeon X5670, 2.93Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem (317-4106)		
Video Memory:	Intel Xeon X5670, 2.93Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem (317-4118)		
Video Memory:	PowerEdge R710 Heat Sinks for 2 Processors (317-1213)		
Hard Drive:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5in Hotplug Hard Drive (341-8718)		
Hard Drive Controller:	PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe256MB Cache, x6 Chassis (341-9152)		
Floppy Disk Drive:	Power Saving BIOS Setting (330-3491)		
Operating System:	No Operating System (420-6320)		
NIC:	Intel Gigabit ET NIC,Quad Port, Copper, PCIe-4 (430-0657)		
Modem:	iDRAC6 Enterprise (467-8648)		
CD-ROM or DVD-ROM Drive:	DVD ROM, SATA, INTERNAL (313-9092)		
Sound Card:	Bezel (313-7517)		
Speakers:	Riser with 2 PCIe x8 + 2 PCIe x4 Slot (320-7886)		
Documentation Diskette:	Dell Management Console (330-5280)		
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit (330-3485)		
Additional Storage Products:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5in Hotplug Hard Drive (341-8718)		
Feature	RAID 1 for H700, PERC 6/i, H200 or SAS 6/iR Controllers (341-8699)		
Feature	Sliding Ready Rails With CableManagement Arm (330-3477)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-9 (989-3439)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (992-8162)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 3 Year (992-8352)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (993-2200)		

Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-8447)
Service:	Dell Hardware Limited Warranty Extended Year (993-8458)
Service:	MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (993-8518)
Installation:	On-Site Installation Declined (900-9997)
Misc:	High Output Power Supply Redundant, 870W (330-3475)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)

SALES REP:	Lee Pieper	PHONE:	888-977-3355
Email Address:	lee_pieper@dell.com	Phone Ext:	

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

Regular Agenda Item Item #: 4- H

Regular BOS Meeting

Date: 11/16/2010

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Shannon Boyer, Public Works Division

Department: Public Works Division Division: Administration

Presenter's Name: Steve Stratton

Information

Request/Subject

Public Works Facilities Utilities Easements.

Background Information

The Gila County Board of Supervisors approved the issuance of an Obligation Bond in September 2009 to construct various new Gila County facilities. Construction began in September 2009 and is ongoing.

Evaluation

In order to meet deadlines for the construction of the new Gila County Facilities, certain documents must be signed between Gila County and other companies.

Conclusion

In order for the work to commence and meet the deadlines, it was imperative that Mr. Stratton, who has oversight of all the projects, sign the documents.

Recommendation

Public Works Division recommends retroactively authorizing Mr. Stratton to sign all related documents.

Suggested Motion

Information/Discussion/Action for the Board of Supervisors to retroactively authorize Steve Stratton, Public Works Division Director, the authority to sign various utility easements, bills of sale, and developer's affidavit that all liens have been paid, with Arizona Water Company and Arizona Public Service Company, all of which pertain to construction of the new Gila County facilities. **(Steve Stratton)**

Attachments

Link: APS Admin Bldg Utility Easement

Link: APS Facilities & Sign Shop Bldg Utility Easement

Link: APS Roads/Shop Bldg Utility Easement

Link: AWC Admin Bldg Easement

Link: AWC Public Works Complex Bldgs Easement

NW-27-01N-15E
APN 207-23-011G
W487701
MD

UTILITY EASEMENT

GILA COUNTY, an Arizona Body politic, (hereinafter called "Grantor"), is the owner of the following described real property located in Gila County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, 3 feet from and around all edges of all switching cabinet pads and a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed by Grantor within said areas.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work performed by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee: and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **GILA COUNTY, an Arizona Body politic**, has caused this Utility Easement to be executed by its duly authorized representative, this 4 day of October, 2010.

GILA COUNTY, an Arizona Body politic

By: STEVE STRATTON
(Please Print Name)

Its: Public Works Director
(Title)

(Signature)

STATE OF Arizona }
} ss.
County of Gila }

This instrument was acknowledged before me this 4 day of October, 2010

by Steve Stratton, Gila County
(Grantor)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Shannon Boyer
Notary Public Signature

OFFICIAL SEAL
SHANNON BOYER
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 14, 2011

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

A portion of the West half of the Northwest quarter of Section 27, Township 1 North, Range 15 East, of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

That parcel of land shown as PARCEL "A" on Record of Survey Map No. 3533, recorded in the Gila County Recorder's Office on March 10, 2008.

EXHIBIT "B"

(LEGAL DESCRIPTION OF EASEMENT PREMISES)

SAID EASEMENT TO BE TEN (10) FEET IN WIDTH, FIVE (5) FEET ON EITHER SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Northwest corner of Section 27, Township 1 North Range 15 East of the Gila and Salt River Meridian, Gila County, Arizona; THENCE North 88 Degrees 12 minutes 23 seconds East, coincident with the North line said Section 27, a distance of 177.23 feet to the Northwest corner of said Parcel "A", as described on attached Exhibit "A";

THENCE continuing North 88 Degrees 12 minutes 23 seconds East, coincident with the North line said Section 27 and the North line of said Parcel "A", a distance of 668.29 feet TRUE POINT OF BEGINNING of the herein described easement;

THENCE South 01 Degrees 34 minutes 33 seconds East, a distance of 7.28 feet to an APS Transformer;

THENCE South 87 Degrees 58 minutes 28 seconds East, a distance of 319.32 feet to an APS Transformer;

THENCE South 01 Degrees 47 minutes 37 seconds East, a distance of 12.00 feet to the point of terminus;

The sidelines of said easement to be extended or shortened to meet at angle points of lines beginning and terminated upon by the centerline description herein.

The location and alignment of the electric line and equipment as actually constructed shall take precedence over the location and alignment described above.

NW-27-01N-15E
APN 207-23-011G
W493571
MD

UTILITY EASEMENT

GILA COUNTY, an Arizona Body politic, (hereinafter called "Grantor"), is the owner of the following described real property located in Gila County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, 3 feet from and around all edges of all switching cabinet pads and a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed by Grantor within said areas.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work performed by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee: and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **GILA COUNTY, an Arizona Body politic**, has caused this Utility Easement to be executed by its duly authorized representative, this 4 day of October, 2010.

GILA COUNTY, an Arizona Body politic

By: STEVE STRATTON
(Please Print Name)

Its: Public Works Director
(Title)

Steve Stratton
(Signature)

STATE OF Arizona }
} ss.
County of Gila }

This instrument was acknowledged before me this 4 day of October, 2010
by Steve Stratton, Gila County
(Grantor)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Shannon Boyer
Notary Public Signature

OFFICIAL SEAL
SHANNON BOYER
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 14, 2011

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

PARCEL 1

A portion of the West half of the Northwest quarter of Section 27, Township 1 North, Range 15 East, of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

That parcel of land shown as PARCEL "A" on Record of Survey Map No. 3533, recorded in the Gila County Recorder's Office on March 10, 2008;

PARCEL 2

A parcel of land being in the Northwest quarter of the Northwest quarter of Section 27, Township 1 North, Range 15 East of the Gila and Salt River Meridian, Gila County, Arizona. Said parcel of land is a result of a lot line adjustment as shown on Record of Survey No. 3692, records of Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:

COMMENCING at the Northwest corner of said Section 27, from which point the Southwest corner of the Northwest quarter of the Northwest quarter of said Section 27 bears South 00 Degrees 13 minutes 35 seconds West, a distance of 1289.89 feet;

THENCE South 00 Degrees 13 minutes 35 seconds West coincident with the West line of said Section 27, a distance of 900.55 feet;

THENCE South 89 Degrees 46 minutes 30 seconds East, a distance of 180.40 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 89 Degrees 46 minutes 30 seconds East, a distance of 1073.72 feet;

THENCE North 55 Degrees 26 minutes 17 seconds East, a distance of 93.11 feet;

THENCE North 00 Degrees 17 minutes 15 seconds East, a distance of 221.48 feet;

THENCE North 89 Degrees 42 minutes 45 seconds West, a distance of 1150.44 feet;

THENCE South 00 Degrees 13 minutes 30 seconds West, a distance of 278.85 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

(LEGAL DESCRIPTION OF EASEMENT PREMISES)

SAID EASEMENT TO BE TEN (10) FEET IN WIDTH, FIVE (5) FEET ON EITHER SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Northwest corner of said Section 27, from which point the Southwest corner of the Northwest quarter of the Northwest quarter of said Section 27 bears South 00 Degrees 13 minutes 35 seconds West, a distance of 1289.89 feet;

THENCE South 00 Degrees 13 minutes 35 seconds West coincident with the West line of said Section 27, a distance of 900.55 feet;

THENCE South 89 Degrees 46 minutes 30 seconds East, a distance of 180.40 feet;

THENCE continuing South 89 Degrees 46 minutes 30 seconds East, a distance of 1073.72 feet;

THENCE North 55 Degrees 26 minutes 17 seconds East, a distance of 54.12 feet to the West sideline of Russell Road;

THENCE North 00 Degrees 17 minutes 15 seconds East coincident with the West sideline of Russell Road, a distance of 224.12 feet to the TRUE POINT OF BEGINNING of the herein described easement;

THENCE North 89 Degrees 46 minutes 30 seconds West, a distance of 34.21 feet;

THENCE North 59 Degrees 24 minutes 59 seconds West, a distance of 100.00 feet to an APS Transformer;

THENCE South 89 Degrees 46 minutes 30 seconds West, a distance of 12.00 feet to the point of terminus.

The sidelines of said easement to be extended or shortened to meet at angle points of lines beginning and terminated upon by the centerline description herein.

The location and alignment of the electric line and equipment as actually constructed shall take precedence over the location and alignment described above.

SW-22-01N-15E
APN 207-07-004
W487701-
MD

UTILITY EASEMENT

GILA COUNTY, an Arizona Body politic, (hereinafter called "Grantor"), is the owner of the following described real property located in Gila County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, 3 feet from and around all edges of all switching cabinet pads and a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed by Grantor within said areas.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work performed by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **GILA COUNTY, an Arizona Body politic**, has caused this Utility Easement to be executed by its duly authorized representative, this 4 day of October, 2010.

GILA COUNTY, an Arizona Body politic

By: STEVE STRATTON
(Please Print Name)

Its: Public Works Director
(Title)

(Signature)

STATE OF Arizona }
} ss.
County of Gila }

This instrument was acknowledged before me this 4 day of October, 2010

by Steve Stratton, Gila County
(Grantor)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Shannon Boyer
Notary Public Signature

OFFICIAL SEAL
SHANNON BOYER
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 14, 2011

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

LOT 3, FAIRMONT ACREAGE, according to Map No. 45, records of Gila County, Arizona.

EXHIBIT "B"

(LEGAL DESCRIPTION OF EASEMENT PREMISES)

SAID EASEMENT TO BE TEN (10) FEET IN WIDTH, FIVE (5) FEET ON EITHER SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Northeast corner of Lot 3, as described on attached Exhibit "A";

THENCE North 89 Degrees 50 minutes 07 seconds West, coincident with the North line of said Lot 3, and the South sideline of South Russell Road (Michigan Ave.), a distance of 11.54 feet to the TRUE POINT OF BEGINNING of the herein described easement;

THENCE South 06 Degrees 28 minutes 57 seconds West, a distance of 79.48 feet;

THENCE South 01 Degrees 34 minutes 33 seconds East, a distance of 167.80 feet more or less to a point of intersection with the South line of said Lot 3;

The sidelines of said easement to be extended or shortened to meet at angle points of lines beginning and terminated upon by the centerline description herein.

The location and alignment of the electric line and equipment as actually constructed shall take precedence over the location and alignment described above.

Recording Requested By:
ARIZONA WATER COMPANY

When Recorded, Mail To:
Arizona Water Company
P.O. Box 29006
Phoenix, Arizona 85038-9006

GRANT OF EASEMENT

GILA COUNTY, an Arizona body politic, organized under the laws of the State of Arizona (hereinafter referred to as "Grantor"), for a valuable consideration, receipt of which is hereby acknowledged, grants to ARIZONA WATER COMPANY, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), a perpetual easement and the right to excavate for, install, operate, maintain, remove or replace one or more pipelines, including valves, hydrants, meters and other equipment and appurtenances, for the purpose of conveying water for domestic use, fire protection and irrigation, ingress and egress, or other purposes, and to use the same for such purposes, on that certain real property in the County of Gila, State of Arizona, described as follows:

An Easement over a parcel of land, said parcel being described in Fee 2007-015150, records of Gila County, Arizona and being situated within the Southwest quarter of Section 22, Township 1 North, Range 15 East, Gila and Salt River Base and Meridian, Gila County, Arizona, said easement being more particularly described as follows:

Commencing at a 4 inch brass cap marking the Southwest corner of said Section 22, from which point a ½ inch pipe marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 22 bears North 88°12'23" East a distance of 1332.37 feet;

THENCE North 88°12'23" East a distance of 697.64 feet to a point on the easterly sideline of that easement described in Fee No. 2010-004416, records of said Gila County Recorder;

THENCE North along the easterly sideline of said easement a distance of 239.95 feet;

THENCE West a distance of 20.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing West a distance of 3.00 feet;

THENCE North a distance of 19.14 feet to the southerly sideline of Russell Road (formerly known as Michigan Avenue);

THENCE North 89°50'07" West along said southerly sideline of Russell Road, a distance of 3.00 feet;

THENCE South a distance of 19.15 feet to the POINT OF BEGINNING.

GRANTOR agrees for itself, its successors and assigns that no building or other structure will be constructed, or other obstruction placed, over this easement or over any facilities of Grantee; provided, however, that with Grantee's prior consent, Grantor may build over this easement after first paying to Grantee the cost of relocating the facilities and granting an alternative easement satisfactory to Grantee and without additional cost to Grantee.

GRANTEE, its agents and employees, shall at all times have the right of unobstructed ingress and egress to said real property, and free access to said pipelines, equipment and appurtenances for the purpose of maintaining, operating, removing or replacing same including the right to trim or remove any trees or shrubs that in Grantee's judgment interfere with the rights herein granted. Grantee agrees to use reasonable care to avoid damage to the property of Grantor in the exercise of this easement.

The individuals signing this Agreement warrant that they have read this Agreement, have the authority to execute this Agreement, and will furnish such evidence reasonably necessary to validate such authority upon request.

EXECUTED this 1 day of November, year of 2010.

(Corporate Seal)

By: Steve Stratton

By: _____

STATE OF Arizona)
) ss
COUNTY OF Gila)

This foregoing instrument was acknowledged before me this 1 day of November in the year 2010 by Steve Stratton and _____, of Gila County, a body politic.

My Commission Expires: 4-14-2011

Shannon Boyer
Notary Public

JJW

OFFICIAL SEAL
SHANNON BOYER
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 14, 2011

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Gila County, an Arizona Body Politic, in consideration of the sum of Ten Dollars ($10.00), the right to refunds under the Agreement for Extension of Water Facilities Contract No. 3782 and W.A. No. 4-4728, and other good and valuable considerations, to it in hand paid by ARIZONA WATER COMPANY ("AWC"), an Arizona corporation, the receipt whereof is hereby acknowledged, does hereby grant, bargain, convey, transfer, assign and deliver unto AWC all of its right, title and interest in and to the following described property which was installed to provide water service to The Gila County Industrial Complex located in a portion of the NW ¼ SEC. 27 T. 1 N., R. 15 E., G&SRB&M, Gila County, Arizona:

A. Approximately 1,023 l.f. of 8" ductile iron pipe and 1163 l.f. of 6" ductile iron pipe with polywrap and related fittings.
B. One 3/4", Two 2", One 4" and Three 6" fire line services.
C. Three fire hydrants.

Gila County and AWC agree that the following terms and conditions shall apply to this Bill of Sale and that they shall be true and correct as of the Date of Execution of this Bill of Sale:

1. Gila County is the lawful owner of said property, and has the right to sell it.
2. Said property is free and clear of all liens, encumbrances, and claims.
3. Said property is in good operating condition.

IN WITNESS WHEREOF, Gila County a, [type of company] has caused this Bill of Sale to be executed this _____ day of _____, _____.

GILA COUNTY
By Steve Stratton
Its Gila County Public Works Director

STATE OF ARIZONA)
) ss.
County of Gila)

On this the 1 day of November, 2010 before me, the undersigned Notary Public, personally appeared Steve Stratton who acknowledged himself to be the Public Works Director of Gila County an Arizona Body Politic, and that he, as such officer, being authorized so to do, executed the foregoing instrument, for the purpose therein contained, by signing the name of said corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shannon Boyer
Notary Public

My Commission Expires: 4-14-2011

OFFICIAL SEAL
SHANNON BOYER
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 14, 2011

DEVELOPER'S AFFIDAVIT
THAT ALL LIENS HAVE BEEN PAID

State of Arizona)
) ss
County of _____)

Gila County, being duly sworn deposes and says:

1. I am Steve Stratton of Gila County, an Arizona Body Politic (hereinafter called "Developer").

2. Developer heretofore entered into an Agreement for Extension of Water Facilities with Arizona Water Company, an Arizona corporation (hereinafter called the "Company") to furnish materials, machinery and equipment and to perform labor necessary for the construction and installation of the facilities for the water distribution system for the Gila County Industrial Complex, as more specifically described in that certain Agreement for Extension of Water Facilities dated February 18, 2010, between Developer and the Company (hereinafter called the "Contract").

3. The Developer hereby certifies that all work, labor, materials, machinery and equipment furnished by Developer have been fully paid for by Developer and that there are no amounts unpaid in favor of any subcontractor or materialman or any other person furnishing labor and materials to Developer and utilized in the performance of the obligations of Developer under the Contract on the basis of which any mechanic's or materialman's lien has been or can be filed for work done in performance of the Contract.

4. Developer does hereby agree to indemnify and hold harmless the Company against any loss or damage which it may sustain by reason of placing or filing of liens against the facilities or the land upon which such facilities are installed pursuant to the Contract by subcontractors, laborers or materialmen, whether his own or those of subcontractors, whether such labors, services or materials were furnished by Developer or subcontractors or materialmen or employees of subcontractors.

Gila County

_____
Steve Stratton

Subscribed and sworn to before me this _____ day of _____ _____.

_____
My Commission Expires: Notary Public

Recording Requested By:
ARIZONA WATER COMPANY

When Recorded, Mail To:
Arizona Water Company
P.O. Box 29006
Phoenix, Arizona 85038-9006

GRANT OF EASEMENT

GILA COUNTY, an Arizona body politic, organized under the laws of the State of Arizona (hereinafter referred to as "Grantor"), for a valuable consideration, receipt of which is hereby acknowledged, grants to ARIZONA WATER COMPANY, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), a perpetual easement and the right to excavate for, install, operate, maintain, remove or replace one or more pipelines, including valves, hydrants, meters and other equipment and appurtenances, for the purpose of conveying water for domestic use, fire protection and irrigation, ingress and egress, or other purposes, and to use the same for such purposes, on that certain real property in the County of Gila, State of Arizona, described as follows:

An easement being in a portion of the Northwest Quarter of the Northwest Quarter of Section 27, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said utilities easement is located on that property described in Fee No. 2008-008928, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:

Commencing at a 4 inch brass cap marking the Northwest corner of said Section 27, from which point a ½ inch pipe marking the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 27 bears North 88°12'23" East a distance of 1332.37 feet;

THENCE North 88°12'23" East a distance of 1300.35 feet to a point on the westerly sideline of Russell Road as shown on Record of Survey No. 3692;

THENCE South 00°17'15" West along the westerly sideline of Russell Road a distance of 450.96 feet to the TRUE POINT OF BEGINNING;

THENCE West a distance of 30.03 feet;

THENCE South a distance of 20.00 feet;

THENCE East a distance of 29.93 feet to the westerly sideline of Russell Road;

THENCE North 00°17'15" East, along said westerly sideline of Russell Road, a distance of 20.00 feet to the POINT OF BEGINNING.

GRANTOR agrees for itself, its successors and assigns that no building or other structure will be constructed, or other obstruction placed, over this easement or over any facilities of Grantee; provided, however, that with Grantee's prior consent, Grantor may build over this easement after first paying to Grantee the cost of relocating the facilities and granting an alternative easement satisfactory to Grantee and without additional cost to Grantee.

GRANTEE, its agents and employees, shall at all times have the right of unobstructed ingress and egress to said real property, and free access to said pipelines, equipment and appurtenances for the purpose of maintaining, operating, removing or replacing same including the right to trim or remove any trees or shrubs that in Grantee's judgment interfere with the rights herein granted. Grantee agrees to use reasonable care to avoid damage to the property of Grantor in the exercise of this easement.

The individuals signing this Agreement warrant that they have read this Agreement, have the authority to execute this Agreement, and will furnish such evidence reasonably necessary to validate such authority upon request.

EXECUTED this 1 day of November, year of 2010.

(Corporate Seal)

Gila County

By: Steve Stratton

By: _____

STATE OF Arizona)
) ss
COUNTY OF Gila)

This foregoing instrument was acknowledged before me this 1 day of November in the year 2010 by Steve Stratton and _____, of Gila County, a body politic.

My Commission Expires: 4-14-2011

Shannon Boyer
Notary Public

CB:CB

OFFICIAL SEAL
SHANNON BOYER
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 14, 2011

Regular Agenda Item Item #: 4- I

Regular BOS Meeting
Date: 11/16/2010

Submitted For: Steve Stratton, Public Works Division Director
Submitted By: Shannon Boyer, Public Works Division
Department: Public Works Division Division: Administration
Presenter's Name: Steve Stratton

Information

Request/Subject

Utility Easement for the new Gila County Jail.

Background Information

The Gila County Board of Supervisors approved the issuance of an Obligation Bond in September 2009 to construct various new Gila County facilities. Construction began in September 2009 and is ongoing.

Evaluation

In order to meet deadlines for the construction of the new Gila County Jail, certain documents must be signed between Gila County and other companies.

Conclusion

In order for the work to commence and meet the deadlines, the signature of the Chairman of the Board of Supervisors is required on the Utility Easement.

Recommendation

The Public Works Division recommends that the Chairman of the Board of Supervisors sign the Utility Easement between Gila County and Arizona Public Service Company.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on the Utility Easement between Gila County and Arizona Public Service in order for Arizona Public Service to conduct the work necessary for construction completion of the new Gila County Jail.
(Steve Stratton)

Attachments

Link: GC Jail Utility Easement

NE-36-01N-15E
APN 208-05-432
W495248
MD

UTILITY EASEMENT

GILA COUNTY, an Arizona body politic, (hereinafter called "Grantor"), is the owner of the following described real property located in Gila County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, 3 feet from and around all edges of all switching cabinet pads and a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, as shown on Exhibit "___" attached hereto and made a part hereof. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed by Grantor within said areas.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work performed by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **GILA COUNTY, an Arizona body politic**, has caused this Utility Easement to be executed by its duly authorized representative, this _____ day of _____, 2010.

GILA COUNTY, an Arizona body politic

By: _____
(Please Print Name)

Its: _____
(Title)

_____
(Signature)

STATE OF _____ }
} ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 2010

by_____
(Grantor)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

_____
Notary Public Signature

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor
Chairman

ARIZONA PUBLIC SERVICE (APS)

Wade Hartwigsen, Section Leader

ATTEST

Marian Sheppard
Chief Deputy Clerk

APPROVED AS TO FORM

Bryan B. Chambers
Chief Deputy County Attorney

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

That certain piece or portion of the Gila County Jail, situate in the Northeast quarter of Section 36, Township 1 North, Range 15 East of the Gila and Salt River Meridian, Gila County, Arizona, lying within Lots 21, 22, 23, 24, 25, and 26, Block 4, of HIGHLAND PARK, as shown on Map 21, Gila County Records.

EXHIBIT "B"

(LEGAL DESCRIPTION OF EASEMENT PREMISES)

SAID EASEMENT TO BE TEN (10) FEET IN WIDTH, FIVE (5) FEET ON EITHER SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the Northeast corner of Section 36, Township 1 North, Range 15 East of the Gila and Salt River Meridian, Gila County, Arizona, from which the Southeast corner of the Northeast quarter of Section 36, bears South 00 Degrees 29 minutes 53 seconds East, a distance of 1306.27 feet;

THENCE South 31 Degrees 00 minutes 07 seconds West, a distance of 479.89 feet to an electric pull box and the TRUE POINT OF BEGINNING, of the herein described easement;

THENCE South 86 Degrees 46 minutes 27 seconds West, a distance of 58.82 feet;

THENCE North 41 Degrees 37 minutes 15 seconds West, a distance of 95.66 feet to an APS transformer;

The sidelines of said easement to be extended or shortened to meet at angle points of lines beginning and terminated upon by the centerline description herein.

The location and alignment of the electric line and equipment as actually constructed shall take precedence over the location and alignment described above.

Regular Agenda Item Item #: 4- J

Regular BOS Meeting

Date: 11/16/2010

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

Information

Request/Subject

Request to advertise Bid Call 040108-1 - Gila County Courthouse ADA/Access Improvement Project, Globe, AZ.

Background Information

May 2007 the Gila County Elections Department received a grant to improve ADA access to the Gila County Courthouse. The original limits were from the outside edge of the upper landing into the main Courthouse access located at the northern edge of the main building. This would include the existing wall/planter, sidewalk, main concrete stairs, existing access ramp removal, and improvements. The original project plans and engineering were 90% complete but put on hold due to other priorities.

Since then, other developments in security and drainage issues have modified the design. The construction will begin at the Board of Supervisors entrance from the old UPS room on the western side toward the northern side and the front steps. The planter and ramp on the north east side will be removed. Water leaking in the basement and first floor offices from the outside planters should be eliminated with these changes. The new ADA ramp, sidewalks and new stairway will make the entrance more appealing and accessible.

Evaluation

In order to alleviate the drainage problem, completion of this project will save Gila County the cost of future repairs and remodels. The new ADA access will improve the overall flow of traffic into the Courthouse for all citizens.

Conclusion

This project is a priority to complete. Due to the depressed economy, it is advantageous for Gila County to advertise this project at this time which will optimize County expenditures.

Recommendation

The Public Works Division recommends that the Board of Supervisors approve the advertisement of Bid Call 040108-1 to be published in the newspaper on November 17 and 24, 2010.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Sealed Bids No. 040108-1 for the Gila County Courthouse ADA/Access Improvement Project.
(Steve Stratton)

Attachments

Link: Bid 040108-1

Link: Request to Advertise

GILA COUNTY
REQUEST FOR PROPOSALS

GILA COUNTY COURTHOUSE
ADA/ACCESS IMPROVEMENT PROJECT

BID CALL 040108-1

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

COUNTY MANAGER
Don E. McDaniel Jr.

PUBLIC WORKS DIRECTOR
Steve Stratton

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33412
JOSEPH M.
ALWIN
Date Signed 10/27/10
ARIZONA, U.S.A.
Expires 03/31/11

OCTOBER 2010

GILA COUNTY

GILA COUNTY COURTHOUSE
ADA/ACCESS IMPROVEMENT PROJECT

GLOBE, ARIZONA

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BID NO. 040108-1

C.L. Williams Consulting, Incorporated
621 South Hillside Lane
Pinetop, Arizona 85935
(928) 367-2248

SECTION 0I

INVITATION FOR BIDS

IFB-1

INVITATION FOR BIDS
BID CALL NO. 040108-1

Sealed bids will be received by **Gila County Engineering Services, Guerrero Complex, 1400 East Ash St., Globe, AZ 85501,** until **11:00 A.M. (AZ Time), Monday, December 6th, 2010** for the **GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT, GILA COUNTY, ARIZONA, BID NO. 040108-1** in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 11:00 AM. The Bids will be publicly opened and read aloud at 11:00 AM, Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

There is a mandatory site walk through scheduled for Monday, November 29th, 2010 at 10:00 A.M. Meeting shall be on-site at the North side of the County Courthouse, 1400 E. Ash. St., Globe, AZ. Only those companies signed in on the walk through sign-in sheet will be permitted to bid. Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services, 928-402-8612, Gila County Public Works Division, Guerrero Complex, 1400 E. Ash St., Globe, AZ.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **"GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT, GILA COUNTY, ARIZONA BID CALL NO. 040108-1".** All Bids shall be mailed or delivered to the **Gila County Engineering Services, Guerrero Complex, 1400 E. Ash St., Globe, Arizona 85501**. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in Arizona Silver Belt**: November 17th and 24th, 2010**

Signed:_____ Date: _____/_____/_____
Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

Signed: _____ Date: _____/_____/_____
Don E. McDaniel Jr., County Manager

TABLE OF CONTENTS

GENERAL PROVISIONS

SECTION 01 1
NOTIFICATION TO BIDDERS 1

SECTION 10 3
DEFINITION OF TERMS 3

SECTION 20 9
PROPOSAL REQUIREMENTS AND CONDITIONS 9
20-03 CONTENTS OF PROPOSAL FORMS 9
20-04 ISSUANCE OF PROPOSAL FORMS 9
20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES 9
20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE 9
20-07 PREPARATION OF PROPOSAL 10
20-08 IRREGULAR PROPOSALS 10
20-09 PROPOSAL GUARANTY 11
20-10 DELIVERY OF PROPOSAL 11
20-11 WITHDRAWAL OR REVISION OF PROPOSALS 11
20-12 PUBLIC OPENING OF PROPOSALS 11
20-13 DISQUALIFICATION OF BIDDERS 11
20-14 PROTESTS 12

SECTION 30 13
AWARD AND EXECUTION OF CONTRACT 13
30-01 CONSIDERATION OF PROPOSALS 13
30-02 AWARD OF CONTRACT 13
30-03 CANCELLATION OF AWARD 13
30-04 RETURN OF PROPOSAL GUARANTY 13
30-05 REQUIREMENTS OF CONTRACT BONDS 14
30-06 EXECUTION OF CONTRACT 14
30-07 APPROVAL OF CONTRACT 14
30-08 FAILURE TO EXECUTE CONTRACT 14
30-09 DISPUTE & RESOLUTION. 14

SECTION 40 16
SCOPE OF WORK 16
40-01 INTENT OF CONTRACT 16
40-02 ALTERATION OF WORK AND QUANTITIES 16
40-03 OMITTED ITEMS 16
40-04 EXTRA WORK 17
40-05 MAINTENANCE OF TRAFFIC 17
40-06 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK 18
40-07 FINAL CLEANING UP 19

SECTION 50 ..... **20**
CONTROL OF WORK **20**
50-01 AUTHORITY OF THE OWNER'S ENGINEER 20
50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS 20
50-03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS 21
50-04 COOPERATION OF CONTRACTOR 21
50-05 COOPERATION BETWEEN CONTRACTORS 21
50-06 CONSTRUCTION LAYOUT AND STAKES 22
50-07 AUTOMATICALLY CONTROLLED EQUIPMENT 22
50-08 AUTHORITY AND DUTIES OF INSPECTORS 22
50-09 INSPECTION OF THE WORK 22
50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK 23
50-11 LOAD RESTRICTIONS 24
50-12 MAINTENANCE DURING CONSTRUCTION 24
50-13 FAILURE TO MAINTAIN THE WORK 24
50-14 PARTIAL ACCEPTANCE 25
50-15 FINAL ACCEPTANCE 25
50-17 GUARANTEE OF WORK (ADDITIONAL) 26
50-18 CONSTRUCTION SCHEDULE 26
50-19 NEGOTIATIONS WITH INDIVIDUAL CONTRACTORS 26

SECTION 60 ..... **28**
CONTROL OF MATERIAL **28**
60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS 28
60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS 28
60-03 CERTIFICATION OF COMPLIANCE 29
60-04 PLANT INSPECTION 29
60-05 OWNER'S FIELD OFFICE AND LABORATORY 30
60-06 STORAGE OF MATERIALS 30
60-07 UNACCEPTABLE MATERIALS 30
60-08 OWNER-FURNISHED MATERIALS 30

SECTION 70 ..... **32**
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC **32**
70-01 LAWS TO BE OBSERVED 32
70-02 PERMITS, LICENSES, AND TAXES 32
70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES 32
70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS 32
70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS 33
70-06 PUBLIC CONVENIENCE AND SAFETY 34
70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS 34
70-08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE 34
70-09 RESPONSIBILITY FOR DAMAGE CLAIMS 35
70-10 CONTRACTOR'S INSURANCE 35
70-11 THIRD PARTY BENEFICIARY CLAUSE 36
70-12 OPENING SECTIONS OF THE WORK TO TRAFFIC 36

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK 36
70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS 37
70-15 FURNISHING RIGHTS-OF-WAY 38
70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS 38
70-17 NO WAIVER OF LEGAL RIGHTS 38
70-18 ENVIRONMENTAL PROTECTION 39

SECTION 80 40
PROSECUTION AND PROGRESS 40
80-01 SUBLETTING OF CONTRACT 40
80-02 NOTICE TO PROCEED 40
80-03 PROSECUTION AND PROGRESS 41
80-04 CONSTRUCTION LIMITS 41
80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT 41
80-06 TEMPORARY SUSPENSION OF THE WORK 42
80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME 43
80-08 FAILURE TO COMPLETE ON TIME 44
80-09 DEFAULT AND TERMINATION OF CONTRACT 45
80-10 TERMINATION FOR NATIONAL EMERGENCIES 46

SECTION 90 47
MEASUREMENT AND PAYMENT 47
90-01 MEASUREMENT OF QUANTITIES 47
90-02 SCOPE OF PAYMENT 50
90-03 COMPENSATION FOR ALTERED QUANTITIES 50
90-04 PAYMENT FOR OMITTED ITEMS 50
90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK 51
90-06 ACCEPTANCE AND FINAL PAYMENT 52

SPECIAL PROVISIONS

PROPOSED WORK SP-1
GENERAL REQUIREMENTS SP-1
POINTS AND INSTRUCTION AND AS-BUILTS SP-1
CONSTRUCTION LIMITS SP-2
OPERATION AND TRAFFIC CONTROL PLANS SP-3
QUALITY CONTROL PLAN SP-3
SAMPLING AND TESTING SP-3
MEASUREMENT AND PAYMENT SP-4
HAUL ROUTE SP-5
DUST CONTROL SP-5
TEMPORARY CONSTRUCTION EASEMENTS SP-5
OWNER'S FIELD OFFICE SP-5
BLASTING NOTIFICATION SP-6
UTILITY SYSTEMS SP-6
UTILITY RELOCATION/REMOVAL SP-6

DISPOSAL OF REMOVED VEGETATION OR UNSUITABLE MATERIALS ……SP-6
KEYSTONE WALLS ……SP-6

TECHNICAL SPECIFICATIONS

201-CLEARNING AND GRUBBING ……T-1
202-REMOVAL OF STRUCTURES AND OBSTRUCTIONS ……T-1
203-EARTH WORK ……T-1
206-STRUCTURE EXCAVATION AND BACKFILL ……T-2
206-FURNISH WATER SUPPLY ……T-2
301-SUBGRADE PREPARATION ……T-2
303-AGGREGATE SUBBASES AND AGGREGATE BASES ……T-2
321-ASPHALTIC CONCRETE PAVEMENT ……T-2
340-CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE……T-3
520-STEEL AND ALUMINUM HANDRIALS……T-3
701-MAINTENANCE AND PROTECTION OF TRAFFIC ……T-3
810-EROSION CONTROL AND POLLUTION PREVENTION (SWPPP) ……T-4
901-MOBILIZATION ……T-4
909-SURVEY MARKER ……T-4
925-CONSTRUCTION SURVEYING AND LAYOUT AND AS-BUILT DRAWINGS ……T-4

CONTRACT FORMS

PROPOSAL ……P-1
BIDDING SCHEDULE ……BS-1
SURETY (BID) BOND ……BB-1
QUALIFICATION AND CERTIFICATION ……QC-1
REFERENCE LIST ……RL-1
AFFIDAVIT OF NON-COLLUSION ……ANC-1
SUBCONTRACTOR CERTIFICATION ……SC-1
CHECKLIST AND ADDENDA ACKNOWLEDGMENT ……CK-1
CONTRACT ……C-1
CONTRACT PERFORMANCE BOND ……CPB-1
LABOR AND MATERIALS BOND ……LMB-1
CONTRACT PERFORMANCE WARRANTY ……CWP-1

GENERAL PROVISIONS
Bid No. 040108-1

SECTION 01

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. No forms shall be detached from the bid packet. The proposal must include the entire bid packet and the following forms, **all with original signatures**, must accompany the bidders proposal:

   - Bid Proposal (pages P-1 to P-3)
   - Qualification & Certification Form (pages QC-1 to QC-2)
   - Reference List (RL1)
   - Bid Schedule (pages BS-1 to BS-2)
   - Surety (Bid) Bond (page BB-1)
   - Affidavit of Non-Collusion (page ANC-1)
   - Subcontracting Certification (page SC-1)
   - Check List & Addenda Acknowledgment (CK-1)
   - Contract (C1-C7)

   Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.

3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked **"Bid No. 040108-1 GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT"**, on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Monday, December 6th, 2010**, **11:00 a.m.** on the date specified herein, to the Public Works Division, Gila County, in the Guerrero Complex at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 11:00 A.M. AZ Time, Monday, December 6th, 2010. Bids will be opened at 11:00 A.M. , Monday, December 6th, 2010.**

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.

5. **Plans and Specifications** -Plans, specifications and all other documents required by bidders may be obtained at the address shown below. **A deposit of $20 per set, and $10 for mailing, $20 of which will be refunded upon return of the documents in good, usable order within seven (7) days of bid award. Payment shall be by check or money order only. No cash will be accepted.**

Gila County
Guerrero Complex
1400 East Ash
Globe, Arizona 85501

6. **Arizona Contractor's License** -**Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.

7. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. This will be the only time, until bid award, this information will be revealed.

8. **Mandatory Pre-Bid Walk Through**
There is a mandatory site walk through scheduled for **Monday, November 29th, 2010 at 10:00 A.M.**. Meeting shall be on-site at the North side of the Gila County Courthouse at 1400 East Ash Street, Globe, Arizona. Only those companies signed in on the walk through sign-in sheet will be permitted to bid.

9. **Request for Clarifications**
Requests for clarification shall be made to Ms. Valrie Bejarano (vbejarano@co.gila.az.us) in writing (phone: 928-402-8612 fax: 928-425-8104) submitted no later than **Tuesday, November 30th, 2010 at 12:00 Noon.** A response will be issued to all plan holders no later than **Wednesday, December 1st, 2010 at 2:00 P.M.**

GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-00 M.A.G. Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.

10-01 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon.

10-02 ADOT. Arizona Department of Transportation

10-03 ADOT STANDARD SPECIFICATIONS. "Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Revised Edition 2000", and all revisions.

10-04 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-05 ASTM. The American Society for Testing and Materials.

10-05a AASHTO. The American Association of State Highway and Transportation Officials.

10-06 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

10-07 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-08 BUILDING AREA. An area to be used, considered, or intended to be used for a building or other facilities or rights-of-way together with all buildings and facilities located thereon.

10-09 CALENDAR DAY. Every day shown on the calendar.

10-09a CERTIFIED FLAGGER. An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

10-10 CHANGE ORDER. A written order by the Engineer or Owner to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-11 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the Proposal; the Performance Bond; the Payment Bond; any required insurance certificates; the Specifications; the Plans; and any addenda issued to bidders.

10-12 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract. All pay items on this contract will be measured in English units.

10-13 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-14 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-15 CONTRACTOR'S ENGINEER. The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

10-15a DEPARTMENT. The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

10-16 ENGINEER. See OWNER.

10-17 EQUIPMENT. All machinery, together with the necessary fuel and supplies for upkeep and maintenance including, but not limited to, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-18 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-19 INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-20 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner's Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-21 LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

10-22 LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

10-23 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

10-24 MATERIALS. Any substance specified for use in the construction of the contract work.

10-24a MUTCD. The *Manual on Uniform Traffic Control Devices for Streets and Highways*, U.S. Department of Transportation, Federal Highway Administration, Millennium Edition, with current revisions.

10-25 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-26 OWNER (SPONSOR). The term Owner shall mean the party of the first part or the contracting agency signatory to the contract.

10-27 OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. The Owner's Engineer is:

C.L. Williams Consulting Inc.
621 South Hillside Lane
Pinetop, Arizona 85935
(928) 367-2248

Contacts: Joseph M. Alwin, P.E. (joe@clwilliams.net)

10-28 PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

10-29 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-30 PLANS. The official drawings or exact reproductions, approved by the Owner's Engineer, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-31 PROJECT. The agreed scope of work for accomplishing specific tasks.

10-32 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-33 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Owner.

10-34 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-35 STRUCTURES. Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

10-36 SUBGRADE. The soil that forms the pavement foundation.

10-37 SUPERINTENDENT. The Contractor's authorized representative who is present on the work site during progress, and is authorized to receive and fulfill instructions from the Owner's Engineer, and who shall supervise and direct the construction.

10-38 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering: 1) work that would increase or decrease the total dollar amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract, or 2) work that is not within the scope of the originally awarded contract.

10-39 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

10-40 WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-41 WORK DAY, WORKING DAY. A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Public Works Director, or his authorized representative, which requires the presence of an inspector, will be considered and applied as working days.

10-42 WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the County Public Works Director or his authorized representative, the Contractor shall reimburse the County for all overtime hours as 10-43.

10-43 OVERTIME HOURS. Any and all hours worked which are other than a normal work week as defined under 10-42. Contractor must give prior written notification to the Public Works Director or his authorized representative, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

10-44 OVERTIME PAY. Any and all pay resulting from overtime hours worked.

10-45 OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

10-46 SUBSTANTIAL COMPLETION. See the ADOT Standard Specification Section 105.19

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder must include the entire bid packet.

The plans, specifications, and other documents designated in the proposal whether attached or not to the proposal are considered as a part of and included with the proposal.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

(a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
(b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
(c) Contractor default under previous contracts with the Owner.
(d) Unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-02 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

20-07 PREPARATION OF PROPOSAL The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. A minimum of one (1) original and two (2) copies all with original signatures shall be submitted.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

(a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
(c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
(d) If the proposal contains unit prices that are obviously unbalanced.
(e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 PROPOSAL GUARANTY. Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

This will be the only time, until bid award, this information will be revealed.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
(c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 20-04.
(d) Failure to submit all required official bid forms.

20-14 PROTESTS. Only other bidders have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

(a) Name, address and telephone number of the protester.
(b) Signature of the protester or its representative, and evidence of authority to sign.
(c) Identification of the contract and the solicitation or contract number.
(d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
(e) The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501

SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

(a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20-08.
(b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20-13.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 30-07.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two (2) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of Section 30-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. §

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 70-10, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 30-06 and furnish an acceptable surety bond or bonds within the 10-calendar-day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

30-09 DISPUTE & RESOLUTION.

- **Initial Notification & Dispute of Resolution:** As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with *MAG Uniform Standard Specifications Subsection 104.2.* In addition to proceeding in accordance with *Subsection 104.2,* the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with *MAG Specs Subsection 110.2.2 Dispute Resolution.*

- **Process for Dispute Resolution:** If the Contractor rejects the decision of the County according to *Subsection 110.2.2(B)*, the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with *MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution.*

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2*, Alteration of Work.

- **Dispute Review Board:** If the Dispute Review Board is utilized as prescribed in *Subsection 110.3.3*, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

SECTION 40

SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90-04.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10-38.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) PART VI, (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

40-06 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

(a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
(b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
(c) Use such material for his own temporary construction on site; or,
(d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner's Engineer.

SECTION 50

CONTROL OF WORK

50-01 AUTHORITY OF THE OWNER'S ENGINEER. The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, based upon the Contractor's Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different contractors on the project. The Owner shall review and determine, based upon the Contractor's Engineer's certifications on amounts, quality of work and materials furnished, the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor's Engineer.

If the Owner finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in his opinion, result in a finished product having a level of safety, economy, durability and workmanship acceptable to the Owner, he will advise the Owner of his determination that the affected work be accepted and remain in place. In this event, the Owner will document his determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Owner's determination and recommended contract price adjustments will be based on good engineering judgment and on such tests or retests by the Contractor's Engineer, and at the Contractor's expense, of the affected work as are, in his opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans and specifications. The terms shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Owner with the authority to use good engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing; contract general provisions shall govern over plans, cited standards for materials or testing; plans shall govern over County standards for materials or testing.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the job at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Owner and his inspectors and with other contractors in every way possible. The Owner shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the job at all times who is fully authorized as his agent for the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or his authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure. Any question raised relative to the accuracy of construction shall not be raised unless all survey stakes remain intact. Should such stakes not be present and verified as to their origin, no claim for addition compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Engineer for his decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Owner. The Owner shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Owner requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no way make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 50-02.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70-13.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply as soon as possible with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at this own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 50-12, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, and recertification by the Contractor's Engineer, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two years thereafter.

50-18 CONSTRUCTION SCHEDULE. Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a bi-weekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

50-19 NEGOTIATIONS. It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

(a) Competence and responsibility of Bidder.
(b) Qualifications and experience of Bidder.
(c) Past performance of Bidder.
(d) Conformity with bidding requirements and general considerations.
(e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

(a) Any response to a request for clarification of a bid shall be in writing.
(b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or Contract Award.
(b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

(a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.
(b) If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

SECTION 60

CONTROL OF MATERIAL

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS . The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor's Engineer shall furnish complete statements to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Owner's option, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

It shall be the responsibility of the Contractor to provide sources of aggregates to complete the work specified in the specifications and on the plans. The Contractor shall so inform the Owner of the location of his proposed sources in sufficient time to allow for the necessary preliminary sampling and testing. The Owner shall sample the aggregate source(s) and test those samples to determine the source's suitability for use, based upon the specifications of the Contract. Any materials information provided by the Owner shall not be considered as a part of the contract, and should be used at the discretion of each prospective contractor in formulating his bids and plan of operation.

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered wood species unless an exemption is granted by the director of the Department of Administration. The director shall only grant an exemption if the use of endangered wood species is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered wood species may be used in the construction unless an exemption is granted by the director. As used in this subsection, an endangered wood species includes those listed in Appendix I of the Convention on International Trade in Endangered Species of Wild Flora and Fauna.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested and certified by the Owner before incorporation in the work. Any work in which untested materials are used without approved or written permission of the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ADOT, AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the Owner; samples will be taken by a qualified representative of the Owner.

All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work.

60-03 CERTIFICATION OF COMPLIANCE. The Owner' may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Owner.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

(a) Conformance to the specified performance, testing, quality or dimensional requirements; and,
(b) Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Owner shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Owner or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the Owner conduct plant inspections, the following conditions shall exist:

(a) The Owner shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
(b) The Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
(c) If required by the Owner, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Owner shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. The Owner's field office and laboratory shall be the responsibility of the Contractor or his authorized representative as determined by need by the Owner.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission.

All storage sites on private property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Owner.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Owner has approved its use in the work.

60-08 OWNER-FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

SECTION 70

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

Laws and Ordinances: This agreement shall be enforced under the laws of the State of Arizona and Gila County. The 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.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs for any permits, licenses, fees, taxes, or other charges shall be included in the contract price bid.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

A. Preparatory work on the subgrade by the Owner.

Except as provided above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Owner's Engineer.

Should the owner of public or private utility service, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Owner's Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction. Contractor is responsible for supplying toilet and hand washing facilities at work site.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. Gila County will be represented at each of those informal meetings. Notification shall be given to the County QA/QC Safety Compliance Officer at (928) 402-8506 at least twenty-four (24) hours in advance of the next meeting. Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement.

Accident/Injury Procedure: Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor’s work under this contract.

Unsafe Acts: Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor’s work under this contract.

Safety Audits: The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

70-06 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and/or vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40-05 hereinbefore specified.

70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS. The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD Part VI), published by the United States Government Printing Office.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner's Engineer.

70-08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property marks until the Contractor's Engineer and the Owner's Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-09 RESPONSIBILITY FOR DAMAGE CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County, and the Pinal Creek Group and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorneys fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

70-10 CONTRACTOR'S INSURANCE. Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection.

On all policies Gila County shall be named as an additional insured.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner's Engineer of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed $500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: **$2,000,000 Combined Single Limit of Liability per Occurrence.**

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: **$2,000,000 Combined Single Limit of Liability per Occurrence.**

70-11 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-12 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14.

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the

work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under his contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04, the Contractor shall cooperate with the owner of any public or private utility service, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities and shall notify Blue Stake in accordance with applicable State laws or regulations prior to commencing any work.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his plans of operations. Such notification shall be in writing and addressed to Blue Stake and the respective utility as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04. A copy of each notification shall be given to the Owner's Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep Blue Stake and such individual owners advised of changes in his plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity.

The Contractor shall furnish a written summary of the notification to the Owner's Engineer. The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner's Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Owner's Engineer within 3 feet of such outside limits at such points as may be required to insure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Owner's Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner's Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

70-15 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way, permanent easements and temporary construction easements upon which the work is to be constructed in advance of the Contractor's operations.

70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-17 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

SECTION 80

PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (24) hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 CONSTRUCTION LIMITS. Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of this contract for this project.

80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner's Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner's Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Owner's Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner's Engineer may suspend the work by written notice until compliance with such orders.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans and specifications. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner's Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Owner's Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Owner's Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner's Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

(a) CONTRACT TIME (10-13) based on WORKING DAYS (10-41) shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS (10-10) or SUPPLEMENTAL AGREEMENTS (10-38) covering EXTRA WORK (40-04).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50-15.

(5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20-05.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) CONTRACT TIME (10-13) based on CALENDAR DAYS (10-09) shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

(c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80-07) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

(a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
(b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
(c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
(d) Discontinues the prosecution of the work; or
(e) Fails to resume work which has 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) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
(h) Makes an assignment for the benefit of creditors; or
(i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Contractor's Engineer, certified and furnished to the Owner's Engineer and verified by the Owner or his authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Owner's Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as pipe culverts, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other methods acceptable to the Owner's Engineer, will be used.

Areas of materials paid for by area shall be measured using the centerline length of the facility multiplied by the lesser of the average actual or plan dimensions perpendicular to centerline. Actual width shall be measured at random locations along the length of the project, with an average of two measurements per station. Volumes of materials in place shall be determined by multiplying the area by the lesser of the plan or actual average thickness of the material. Materials in a structural section such as aggregate base shall be not less than the specified thickness.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pound avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Owner's Engineer.

If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants.

Trucks used to haul material being paid for by weight shall be weighed empty at least twice daily at such times as the Owner's Engineer directs, and each truck shall bear a plainly legible identification mark. Such empty weights shall be recorded with the time and truck identification on a Tare Sheet. Copies of each days Tare Sheets and the current scale certification shall be furnished to the Owner's Engineer with the pay request.

Materials **SHALL NOT** be measured by volume in the hauling vehicle unless approved in writing in advance by the Owner's Engineer.

When requested by the Contractor and approved by the Owner's Engineer in writing, material specified to be measured by the cubic yard may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner's Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60 degrees F. or will be corrected to the volume at 60 degrees F. using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Portland cement, fly ash and lime will be measured by the ton or hundredweight.

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. Contractor shall furnish a fee schedule to the Owner's Engineer at the preconstruction conference for all professional service lump sum items such as construction surveying and materials testing.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Owner's Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or by certified permanently installed commercial scales. Scales shall be accurate within one-half per cent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of one per cent of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and inspector can safely and conveniently view them.

Scale installations shall have available, ten standard fifty-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate and all materials received subsequent to the last previous correct weighing-accuracy-test will be reduced by the percentage of error in excess of one-half of one per cent.

In the event inspection reveals the scales have been "under-weighing" (indicating less than correct weight) they shall be adjusted and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales: for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Owner's Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70-17.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-02 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40-03, the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40-04, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

(a) Labor. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

(b) Insurance and Taxes. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.

(c) Materials. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.

(d) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current "Blue Book for Construction Equipment".

(e) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(f) Comparison of Records. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.

(g) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
(2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
(3) Quantities of material, prices, and extensions.
(4) Transportation of materials.
(5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

90-06 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50-16.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50-16 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SPECIAL PROVISIONS

SP-1 TO SP-6

SPECIAL PROVISIONS

GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT

1. PROPOSED WORK

The work consists of clearing and grubbing, removal of existing structures (e.g., asphaltic pavement, concrete curb, concrete planter wall, misc. concrete items…etc.) interfering with the work, installation of concrete sidewalks, concrete curbs and curb and gutter, Keystone block wall, masonry wall, metal handrails, asphaltic concrete pavement and other work as shown within the plans.

2. GENERAL REQUIREMENTS

The project has been designed utilizing the Arizona Department of Transportation (ADOT) Construction Standard Drawings (Latest Series), and 2008 Standard Specifications, with appropriate current revisions along with Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions), Maricopa Association of Governments. Wherever reference in the Standard Specifications is made to MAG, ADOT, the Owner, or the Department: it shall refer to Gila County.

In the event of any conflict between the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

The following STANDARD SPECIFICATIONS and/or details are considered a part of these Contract Documents and are considered as binding as if actually attached hereto:

- Arizona Department of Transportation, Highways Division, Standard Specifications for Road and Bridge Construction, Edition of 2008,

- Arizona Department of Transportation, Highways Division, Standard Drawings, listed in the project plans and defined hereinafter,

- Manual on Uniform Traffic Control Devices, Millennium Edition, and Amendments.

- Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.

3. POINTS AND INSTRUCTION AND AS-BUILTS

The Contractor will furnish and set control stakes and points for line and grade and will furnish the Engineer with the necessary information relating to such stakes and points.

The Contractor will provide such intermediate stakes as he may need to set to comply with these Specifications.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense of replacement, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

In the event that it is necessary for the OWNER to duplicate his work because of acts of omission or negligence on the part of the Contractor, or because of the removal of defective work, such additional cost of engineering shall be borne by the Contractor.

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor. Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

4. CONSTRUCTION LIMITS

The Contractor shall not disturb any vegetation or operate any equipment outside the approved clearing limits as defined in ADOT Standard Specifications, Section 201 - Clearing and Grubbing and as specified in the Technical Specifications. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized.

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Engineer damaged by vandalism or theft. The Contractor will take whatever measures are necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

5. OPERATION AND TRAFFIC CONTROL PLANS

The Contractor shall prepare and submit to the Owner a traffic control plan(s) including detailed information with regard to insuring safe pedestrian access into the building. One of the entrances, either the main entrance (north side) or the Board Chamber entrance (northwest corner); must remain open at all times during construction. A plan including the sequence of operations including safe pedestrian access management shall be prepared by the Contractor and presented to the Owner during the Preconstruction Conference.

6. QUALITY CONTROL PLAN

The Owner shall be responsible for Quality Control. The Contractor shall provide access to all parts of the work and material sources for the Owner obtain all necessary sampling and testing and shall schedule all required testing with the Owner. The Owner shall have the right, at any stage of the operations, to reject any and all work and material that, in his/her opinion, do not meet the requirements of the specifications.

7. SAMPLING AND TESTING

All testing and sampling as specified herein shall be performed by a geotechnical laboratory. Unless otherwise specified, the cost of the laboratory testing, heavy equipment rental and labor incident to practical tests specified shall be at the Contractor's expense.

The Contractor shall notify, during the preconstruction conference, the Owner of the proposed sources of all materials required by the Specifications to be tested. Before work starts sufficient time shall be allowed for the taking of samples and completing tests required. The Contractor should furnish a full and current set of test results from the proposed source before the preconstruction conference.

For the verification of weights and character of materials, the Owner shall have access at all reasonable times to all parts of the work, plants, and assembly yards connected with the work. The Contractor shall facilitate and assist in the verification of all scales, measures and other devices, which he operates. Reference to ASTM and other Standard Specifications shall be considered to mean current standards. If it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, has in any way become unfit for use shall be used in the work. The approval of any material represented by any sample or samples shall not be taken as a guarantee of all materials from the source; and it shall be understood that all materials delivered to the site are subject to test at any time and will be rejected if they do not meet the requirement of the Specifications.

8. MEASUREMENT AND PAYMENT

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans. All earthwork, fill and excavation, submitted for payment shall be certified by an Arizona registered Professional Land Surveyor in support of the work performed by the Contractor.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
B. Removal, salvage and/or re-installation of existing fence lines.
C. Sampling, testing, certification, and other quality control actions.
D. Disposal of surplus, waste or non-salvageable materials.
E. Grading of drainage ditches and drainage excavation not called out on the plans.
F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Engineer or the Owner shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

9. HAUL ROUTE

The Contractor is to submit haul routes to the Owner for approval.

10. DUST CONTROL

The Contractor shall use all methods in the control of dust as set forth by A.R.S. §49-401 and the ADOT Standard Specifications Section 207. The cost thereof is to be included in the unit construction cost.

11. TEMPORARY CONSTRUCTION EASEMENTS

Temporary construction easements are not required for this project.

12. OWNER'S FIELD OFFICE

The Owner's field office, as called for under Section 60-05 of the General Provisions, shall not be required of the Contractor for this project.

13. BLASTING NOTIFICATION

Blasting shall not be permitted within any portion of the project at any time.

14. UTILITY SYSTEMS

The Contractor shall be aware of each utility system owner's requirements/specifications/standard details/permitting prior to the commencement of any utility system installation or system elements that interfere with construction. The Contractor shall also be aware of several utility systems existing within and around the project limits. The Contractor shall be responsible for any damage to the utilities. The Contractor shall be aware of overhead utility lines along and near roadways within and/or adjacent to the project limits. The Contractor shall be responsible for any damage to any overhead utilities or their support structures.

15. UTILITY RELOCATION/REMOVAL

The Contractor shall not be responsible for the relocation and/or removal of any existing utility system(s) in conflict with the project unless noted on the plans. The Contractor shall coordinate project activities with each respective utility system. Prior to construction to minimize utility service disruption, relocations and/or removals shall be in accordance with each respective utility system owner. The Contractor shall be responsible for any damage to said utility system(s) during construction.

16. DISPOSAL OF REMOVED VEGETATION OR UNSUITABLE MATERIALS

The Contractor shall dispose all removed vegetation and/or any unsuitable materials in a location as designated by the Public Works Director. Disposal of said material in another location(s) shall be submitted to the OWNER for approval prior to disposal activities.

17. KEYSTONE WALLS

The Contractor shall be responsible for the design of all Keystone Wall systems shown within the project. The Contractor shall submit all necessary documentation to the Gila County Public Works Director for review and approval prior to construction.

TECHNICAL SPECIFICATIONS

T-1 TO T-5

TECHNICAL SPECIFICATIONS

GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT
GLOBE, ARIZONA

201 CLEARING AND GRUBBING

Clearing and Grubbing shall be in accordance with Section 201 of the ADOT Standard Specifications unless modified herein.

201-1 Description: the first paragraph is revised to read:

The work under this section shall consist of removing and disposing of all vegetation, rubbish, trees, debris and other objectionable matter only from those areas required to install the proposed work unless otherwise shown on the plans or specified in the Special Provisions.

201-2 Removal of Disposal Materials: the first paragraph is revised to read:

All materials removed in clearing and grubbing shall be disposed of in locations subject to the OWNER's approval prior to said disposal. Disposal of materials within the project right-of-way or within the project limits is not permitted.

201-4 Method of Measurement: is revised to read:

No measurement shall be made for Clearing and Grubbing.

201-5 Method of Payment: first paragraph is revised to read:

The accepted quantities of clearing and grubbing, including all necessary trees, the cost thereof shall be as shown within the bid proposal.

202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

203 EARTHWORK

Earthwork shall be in accordance with the specifications and requirements unless otherwise noted within the plans.

206 STRUCTURE EXCAVATION AND BACKFILL

Structure Excavation and Backfill shall be in accordance with Section 206 of the MAG Standard Specifications unless modified herein.

206 FURNISH WATER SUPPLY:

Furnish Water Supply shall be done in accordance with Section 206 of the ADOT Standard Specifications unless modified herein.

206-1 Description: add the following paragraph.

Water shall be free of contaminants that in the opinion of the Engineer constitute a health hazard.

206-4 Method of Measurement: is revised to read:

No measurement or payment will be made for furnish water supply, the cost being considered as included in the cost of other contract items.

206-5 Basis of Payment: is revised to read:

No measurement or payment will be made for furnish water supply, the cost being considered as included in the cost of other contract items.

301 SUBGRADE PREPARATION

Subgrade Preparation shall be in accordance with Section 301 of the MAG Standard Specifications unless modified herein or stated within the plans.

303 AGGREGATE SUBBASES AND AGGREGATE BASES

Aggregate Base Course shall Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

321 ASPHALT CONCRETE PAVEMENT

Asphaltic Concrete Pavement shall be in accordance with Section 321 of the MAG Standard Specifications unless modified herein.

340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

Concrete curb, gutter, sidewalk, sidewalk ramps, driveway and alley entrances shall be in accordance with Section 340 of the MAG Standard Specifications unless modified herein.

340-2 Materials: of the Standard Specifications add the following:

All concrete shall be color tinted using Davis-Color /mix ready/ dry/ color group standard/ San Diego Buff # 5237 mixed at 4 lbs per yard.

520 STEEL AND ALUMINUM HANDRAILS:

Steel and Aluminum Handrails shall be in accordance with Section 520 of the MAG Standard Specifications unless modified herein.

520-3 Erection: Add the following paragraph:

Maximum spacing of pipe sleeves shall be 28 feet. All handrails shall be primed with one coat primer that is compatible with enamel. Two final coats shall be applied to match Federal Standard Number 595A Colors, Chip Number 20252, Light Brown (Sandstone).

701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein**.**

701-1 Description: of the Standard Specifications add the following paragraphs:

The Contractor shall be responsible for closure of the main entrance driveway during construction and all related signage including the protection of pedestrian traffic.

701-5 Method of Measurement: is revised to read:

Maintenance and Protection of Traffic will not be measured. The contract unit of measurement shall be lump sum.

701-6 Basis of Payment: is revised to read:

The contractor will be compensated for all Maintenance and Protection of Traffic in accordance with the procedures described herein the contract lump sum price for this item of work.

810 EROSION CONTROL AND POLLUTION PREVENTION (SWPPP)

An Erosion Control and Pollution Prevention Plan and an associated permit will not be required for this project.

901 MOBILIZATION

Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications.

909 SURVEY MARKER

Survey Markers shall not be required to be installed for this project.

925 CONSTRUCTION SURVEYING AND LAYOUT AND AS-BUILT DRAWINGS:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications, except as modified herein.

925-1.01 As-Builts: add the following section:

Upon completion of the work, the Contractor shall perform an as-built survey of the alignment and elevation of all concrete footings for wall(s); beginning of top of wall, all changes in the footer and/or top of wall elevation change, changes in horizontal direction of the wall (i.e., angle points) and all points necessary to locate all concrete and other related work as shown within the plans (e.g., sidewalk, ramps including but not limited to changes in elevation, curbing, gutter flowline, concrete stairs, pavement, handrails…etc.). The survey work shall be performed and certified by an Arizona registered Professional Land Surveyor. Datum of the survey shall be based on the benchmark information as shown on the Project Plans. Three (3) sets of the signed and sealed survey document shall be submitted to the Engineer for review and approval. As-built drawings shall also contain the following.

A. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

B. The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor.

Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

C. As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

925-4 Method of Measurement: is revised to read:

No measurement shall be made for Construction Survey and Layout and As-Builts. The contract unit of measurement shall be lump sum.

925-5 Basis of Payment: is revised to read:

Payment for Construction Survey and Layout and As-Builts shall be lump sum and shall be full compensation for all work necessary to complete said Construction Survey and Layout and As-builts.

CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-3
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1

PROPOSAL

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for the **BID NO. 040108-1, GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT, GLOBE**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

_____

_____

_____

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty (60) Calendar Days of the Notice to Proceed,** and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name:_____

Corporate Address:_____

Incorporated under the laws of the State of:_____

By (Signature):_____ **Date**:_____

President:_____

Secretary:_____

Treasurer:_____

If by a Firm or Partnership:

Firm or Partnership Name:_____

Proposal continued…

Firm or Partnership Address:_____

By (Signature):_____ **Date**:_____

Name and Address of Each Member:_____

_____

_____

_____

_____

If by an Individual:

Signature:_____ **Date**:_____

BIDDING SCHEDULE

GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of $ _____

WRITTEN TOTAL CONTRACT PRICE

_____**Dollars**

and _____**Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

BIDDING SCHEDULE

Firm Name: _____

COST SUMMARY BREAK DOWN

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201.1	Clearing and Grubbing, excluding trees and bushes	L.S.	1		
201.2	Removal of existing trees and bushes	L.S.	1		
202.1	Remove Misc. Structures and Obstructions	L.S.	1		
203	Earthwork	L.S.	1		
301	Subgrade Preparation	S.Y.	1,460		
310	Aggregate Base Course - (6", ADOT Class II)	C.Y.	175		
321	Asphaltic Concrete - MAG 19mm (3/4") Mix	Ton	181		
340.1	Concrete Curb, MAG Dtl. 222, Type B, H=6"	L.F.	202		
340.2	Concrete Curb, MAG Dtl. 220, Type A, H=6"	L.F.	233		
340.3	Concrete Sidewalk	S.F.	1,614		
340.4	Concrete Ramp	S.F.	930		
340.5	Concrete Stairs	S.F.	380		
511	Keystone Wall, Compact II Block	S.F.	630		
512	Masonry Wall	S.F.	52		
520.1	ADA Handrail	L.F.	249		
520.2	Stairway Handrail	L.F.	76		

COST SUMMARY BREAK DOWN *continued*

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
607.1	New Sign Panel, R7-8, 12"x18"	EA.	2		
607.2	New Sign Panel, R7-8P, VAN ACCESSIBLE, 18"x9"	EA.	3		
607.3	New U-Channel Post	EA.	1		
708.1	Permanent Pavement Marking (Painted)(White)(4" Equiv)	L.F.	490		
708.2	Permanent Pavement Marking (Painted)(Red)	L.F.	233		
708.3	Permanent Pavement Marking (ADA Sym)(Painted)(White)	L.S.	1		
708.4	Incidental Signing and Pavement Markings (TBD by Owner)	L.S.	1	$2,000	$2,000
708.5	Concrete Parking Block	EA.	10		
708.9	Maintenance and Protection of Traffic	L.S.	1		
901	Mobilization	L.S.	1		
925	Construction Survey and Layout and As-builts	L.S.	1		
				TOTAL BASE BID	

GILA COUNTY

SURETY (BID) BOND

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **_____,**

as Principal, hereinafter called the Principal, and **_____,**

a corporation duly organized under the laws of the State of **_____,**

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 040108-1, GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT, GLOBE

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal	**Surety**
By	**By Attorney-in-Fact**
Title	**Address, Attorney-in-Fact** **Subscribed and sworn to before me** **this ____ day of _____, 20____**
	My commission expires: _____
	Notary Public

GILA COUNTY

QUALIFICATION AND CERTIFICATION FORMS

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 040108-1 GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   _____

   _____

   _____

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
   _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.

e. List the specific qualifications the Contractor has in supplying the specified services.

f. Gila County reserves the right to request additional information.

6. Contractor Experience Modifier (e-mod) Rating in Arizona: _____

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Arizona Contractor License Number: _____

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

GILA COUNTY

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

2. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

3. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

4. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

_____

Name of Business

_____

Signature of Authorized Representative

_____

Title

AFFIDAVIT BY CONTRACTOR

CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____
(Name of Individual)
being first duly sworn, deposes and says:

That he is _____
(Title)
of_____ and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 040108-1 GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT, GLOBE** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ **My Commission expires:**
Notary Public

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Request for Proposals No. 040108-1 GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT,** my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such **subcontractors will be identified and approved by the County prior to award of contract**; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

Yes ☐ it is my intention to subcontract a portion of the work.

No ☐ it is not my intention to subcontract a portion of the work.

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

BIDDERS CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this bid. If bidder fails to complete and/or execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED/EXECUTED
Proposal	_____
Bidding Schedule	_____
Surety (Bid) Bond	_____
Qualification & Certification Form	_____
Reference List	_____
Affidavit of Non-Collusion	_____
Subcontractor Certification	_____
Contract	_____
Bidders Checklist & Addenda Acknowledgment	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/ Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of_____, 2010.

_____
CONTRACTOR:

_____
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Engineering Services and bearing the following statement on the outside of the envelope: **Proposal to Construct: GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT, Gila County Arizona, Bid No. 040108-1**. All proposals shall be filed at **Gila County Engineering Services, Guerrero Complex, 1400 E. Ash St., Globe, AZ 85501**, on or before **11:00 A.M. Arizona time, Monday, December 6th, 2010.**

GILA COUNTY
CONTRACT NO. 040108-1

THIS AGREEMENT, made and entered into this _____ day of _____, **2010**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and _____ of the City of _____, County of _____, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**.

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

ARTICLE I - SCOPE OF WORK: The **Contractor** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 040108-1 GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT**, **GLOBE** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 032204-1 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Technical Specifications", "General Provisions", "Special Provisions", "Proposal", "Bidding Schedule", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Technical Specifications; the Special Provisions; the General Provisions; all other documents. Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least a twenty-four (24) hour notice.

ARTICLE IV – 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 V – 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. **<u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> -** 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.

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 **Birdie DeNiro, Risk Management, 1400 E. Ash St., Globe, AZ 85501** 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 **Birdie DeNiro, Risk Management, 1400 E. Ash St., Globe, AZ 85501**. 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 insureds 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 VI - TIME OF COMPLETION: 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 improvements 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 the Proposal.

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 project shall be completed within **Sixty (60) Days of the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	DAILY CHARGE PER CALENDAR DAY
All work not complete within the above specified time after start of work.	**$350.00**

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 80-09 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before ***thirty (30) days*** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The 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 X – 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 County 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.

ANTI-TERRORISM WARRANTY: Pursuant to **A.R.S. §35-397** the Supplier 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.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall 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 this Contract by the **Contractor**, the **Owner** agrees to pay the amount of _$_____ **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for:

GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT
BID NO. 040108-1

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

CONTRACTOR:

_____
Contractor Signature

_____
Print Name

_____
Witness (If Contractor is Individual)

STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT, GLOBE,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____
Principal **Seal**

_____
Surety **Seal**

_____
Agency of Record

_____
Arizona Countersignature

_____
Address

_____
Phone Number

_____
By:

_____
By:

_____
Agency Address

STATUTORY LABOR AND MATERIALS BOND

PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal, and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT, GLOBE,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____

_____ _____

Principal **Seal** **By:**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **Agency Address**

_____

Arizona Countersignature

_____

Address

_____

Phone Number

GILA COUNTY

CONTRACT PERFORMANCE WARRANTY

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

GILA COUNTY COURTHOUSE ADA/ACCESS IMPROVEMENT PROJECT, GLOBE,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in it's intended manner.

_____

(Officer, Partner, Owner) **Date**

SECTION VI

NOTED STANDARD DETAIL DRAWINGS

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

SEE GC2-7-111 (ART.1) FOR INSTRUCTIONS TO PREPARE THIS FORM

All departments procuring purchases in excess of $50,000.00 that requires advertising for bids must follow the Purchasing Procedure and must complete item "I" of this form prior to such a purchase. **The requesting Department is responsible for writing the necessary specifications and routing them, including this form, accompanied by a completed Purchase Requisition to the Public Works (Guerrero Complex) Department.** THIS FORM MUST BE COMPLETE, ACCURATE, AND HAVE A COPY OF THE SPECIFICATIONS ATTACHED BEFORE ROUTING BEGINS. ALL CALLS FOR BID/PROPOSALS AND SPECIFICATIONS WILL BE IN ACCORDANCE WITH THE AZ. REVISED STATUTES AND THE GILA COUNTY PURCHASING CODE AND PROCEDURES.

I. IS THIS A CALL FOR BID: 040108 PROPOSAL: 01 DEPARTMENT NAME: Public Works Division

FUNDING SOURCE: FUND NO.: 1007 DEPT NO.: 341 PROGRAM NO.: 826 LOCATION NO.: 000 ACCOUNT NO.: 4500.19 PJCT: ____

I. **DESCRIPTION:** List item(s) to be purchased, Purpose, Spec. Summary, Estimated Cost and Funding Source. It is the intent of this solicitation to establish a Contract with a qualified Contractor to complete the construction of the Gila County Courthouse ADA/Access Improvement Project in Globe, Arizona.

Signed: _____ Date: 10/27/10 Signature indicates material specifications are approved as written.
Elected Officials or Department Head

II. DEPARTMENTAL INFORMATION ONLY BID NO.: 040108-1

Action Dates:

Department Receipt: ____/____/____ Placed on Agenda: ____/____/____

Presented to Board: ____/____/____ Approved to Call: ____/____/____

Delivered to Paper: ____/____/____ Paper Name: Arizona Silver Belt.

Advertised Dates: From: 11 / 17 / 10 To: 11 / 24 / 10

Closing Date: 12 / 06 / 10 Bid Award Date: ____/____/____

Awarded to: _____ P.O. No.: _____

Proposed Delivery Date: ____/____/____

III. OTHER APPROVAL (only as necessary)

Public Works: Dept. Head Sign: _____ Date: ____/____/____

Community Action: Dept. Head Sign: _____ Date: ____/____/____

MIS Department: Dept. Head Sign: _____ Date: ____/____/____

IV. APPROVED FUNDING

Finance Director Signature: _____ Date: ____/____/____

V. LEGAL AND ADMINISTRATIVE APPROVAL (Specifications must be completed and attached)

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Chief Deputy County Attorney (Approved as to form) *for* Daisy Flores County Attorney

Signed: _____ Date: ____/____/____
Don E. McDaniel Jr., County Manager (Approved as to specifications and information)

VI. AWARD APPROVAL

Signed: _____ Date: ____/____/____
(Declaration that the Board of Supervisors approved the award as stated in Section V. of this page)
Michael A. Pastor, Chairman of the Board of Supervisors, Gila County

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Form No. F011696. Rev. a; add section VI., Rev. b; add Proposal 5-20-98, Rev. c; chg. Bid amt., Rev. d chg. Top instructions 5-7-02, Rev. e. chg. Bid amt. to $50,000, and Add sig. indicates Spec approval., Rev. department separation of duties 2-12-07

Regular Agenda Item Item #: 4- K

Regular BOS Meeting
Date: 11/16/2010

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

Information

Request/Subject

Request to advertise Bid Call 092210-1 - Central Heights Auditorium Remodel Project, Globe, Arizona

Background Information

The auditorium remodeled office space would allow for the relocation of the Elections and Public Fiduciary Departments.

In order to comply with Federal/State laws concerning viewing and streaming during elections, and to facilitate storage of election material and training needs of the department a new Elections facility is needed. This facility would also provide for a more logical flow of work area and a much more secure ballot area.

The Public Fiduciary's Office is currenty leasing office space. Relcoating that office to the remodeled auditorium office in a currently owned County facility would be cost effective for the County.

Evaluation

Over a period of time the new office space for Elections and Public Fiduciary will save the County money and will meet elections laws.

Conclusion

To relocate the Elections and Public Fiduciary Deparments to the new location would not only meet current Federal/State laws concerning elections but would also be cost beneficial in saving the County over $42,000 per year in lease payments.

Recommendation

The Public Works Division recommends the Board of Supervisors approve the advertisement of Bid Call 092210-1 to be published in the newspaper on November 17 and 24, 2010.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Sealed Bids No. 092210-1 for the Central Heights Auditorium Remodel Project, Globe, Arizona.
(Steve Stratton)

Attachments

Link: Request to Advertise

Link: Bid 092210-1

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

SEE GC2-7-111 (ART.1) FOR INSTRUCTIONS TO PREPARE THIS FORM

All departments procuring purchases in excess of $50,000.00 that requires advertising for bids must follow the Purchasing Procedure and must complete item "I" of this form prior to such a purchase. **The requesting Department is responsible for writing the necessary specifications and routing them, including this form, accompanied by a completed Purchase Requisition to the Public Works (Guerrero Complex) Department.** THIS FORM MUST BE COMPLETE, ACCURATE, AND HAVE A COPY OF THE SPECIFICATIONS ATTACHED BEFORE ROUTING BEGINS. ALL CALLS FOR BID/PROPOSALS AND SPECIFICATIONS WILL BE IN ACCORDANCE WITH THE AZ. REVISED STATUTES AND THE GILA COUNTY PURCHASING CODE AND PROCEDURES.

I. IS THIS A CALL FOR BID: **092210** PROPOSAL: **01** DEPARTMENT NAME: **Public Works Division**

FUNDING SOURCE: FUND NO.: **1114** DEPT NO.: **341** PROGRAM NO.: **970** LOCATION NO.: **000** ACCOUNT NO.: **4500.19** PJCT: ____

I. DESCRIPTION: List item(s) to be purchased, Purpose, Spec. Summary, Estimated Cost and Funding Source. It is the intent of this solicitation to establish a Contract with a qualified Contractor to complete the construction of office space of the Central Heights Auditorium Remodel Project in Globe, Arizona.

Signed: _____ Date: _____ Signature indicates material specifications are approved as written.
Elected Officials or Department Head

II. DEPARTMENTAL INFORMATION ONLY BID NO.: **092210-1**

Action Dates:

Department Receipt: _____/_____/_____ Placed on Agenda: _____/_____/_____

Presented to Board: _____/_____/_____ Approved to Call: _____/_____/_____

Delivered to Paper: _____/_____/_____ Paper Name: **Arizona Silver Belt .**

Advertised Dates: From: **11 / 17 / 10** To: **11 / 24 / 10**

Closing Date: **12 / 06 / 10** Bid Award Date: _____/_____/_____

Awarded to: _____ P.O. No.: _____

Proposed Delivery Date: _____/_____/_____

III. OTHER APPROVAL (only as necessary)

Public Works: Dept. Head Sign: _____ Date: _____/_____/_____

Community Action: Dept. Head Sign: _____ Date: _____/_____/_____

MIS Department: Dept. Head Sign: _____ Date: _____/_____/_____

IV. APPROVED FUNDING

Finance Director Signature: _____ Date: _____/_____/_____

V. LEGAL AND ADMINISTRATIVE APPROVAL (Specifications must be completed and attached)

Signed: _____ Date: _____/_____/_____
Bryan B. Chambers, Chief Deputy County Attorney (Approved as to form) *for* Daisy Flores County Attorney

Signed: _____ Date: _____/_____/_____
Don E. McDaniel Jr., County Manager (Approved as to specifications and information)

VI. AWARD APPROVAL

Signed: _____ Date: _____/_____/_____
(Declaration that the Board of Supervisors approved the award as stated in Section V. of this page)
Michael A. Pastor, Chairman of the Board of Supervisors, Gila County

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Form No. F011696. Rev. a; add section VI., Rev. b; add Proposal 5-20-98, Rev. c; chg. Bid amt., Rev. d chg. Top instructions 5-7-02, Rev. e. chg. Bid amt. to $50,000, and Add sig. indicates Spec approval., Rev. department separation of duties 2-12-07

GILA COUNTY
REQUEST FOR PROPOSALS

CENTRAL HEIGHTS AUDITORIUM REMODEL
GLOBE, ARIZONA

BID NO. 092210-1

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson , Member

County Manager
Don E. McDaniel Jr.

GILA COUNTY
REQUEST FOR PROPOSALS
BID NO.: 092210-1 CENTRAL HEIGHTS AUDITORIUM REMODEL

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to erect office structures as part of the internal remodel phase of the Central Heights Auditorium Building Remodel Project located at 5515 S. Apache Ave., Globe, Arizona.

SUBMITTAL DUE DATE: 11:30 A.M. AZ Time, Monday, December 6, 2010

RETURN PROPOSAL TO: GILA COUNTY PUBLIC WORKS
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA

Mandatory Walk Through: 2:00 P.M. Thursday, November 29, 2010, 5515 S. Apache Ave., Globe

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposal received later than the date and time specified above will be returned unopened. Late proposals shall not be considered. The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested Contractors may obtain a copy of this solicitation by calling the Gila County Public Works Division at 928-402-8612 and are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Proposal should be directed to, Robert Hickman, Facilities Manager, (928)402-8591.

Questions regarding the general terms and conditions of this Invitation for Proposals and Professional Services Contract should be directed to, Valrie Bejarano, (928)402-8612.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement policy. A copy of the policy is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Arizona Silver Belt Advertisement Dates: November 17 and 24, 2010

Signed: _____ Date: _____/_____/_____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: _____/_____/_____
Don E. McDaniel Jr., County Manager

TABLE OF CONTENTS

Content	Page
Contract Documents	3
Specifications and Scope	4-8
Instructions to Bidders	9-15
Award Agreement	15-26
Insurance Provisions	27-29
Required Bid Forms	30-40
Offer Page	40-41
Plans	

CONTRACT DOCUMENTS

This Invitation for Bid becomes a Contract when award by the Gila County Board of Supervisors is confirmed to the Bidder in writing.

- The documents included in this Invitation for Bid are listed below:
- Invitation for Bid
- Scope and Specifications
- Instructions to Bidders
- General Terms and Conditions
- Bid Form(s)
  - Qualification and Certification Form
  - Reference List
  - Price Sheet
  - No Collusion Affidavit
  - Intentions Concerning Subcontracting
  - Legal Arizona Workers Act Compliance
  - Anti-Terrorism Warranty
  - Surety (Bid) Bond
  - Contractor Checklist & Acknowledgment of Addenda
  - Offer Page
- Plans:
  - Floor Plan Drawing
  - Lighting Design
  - Fire System Design
  - HVAC System Design
  - Door and Frame Schedule

Requirement of Contract Bonds

Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a Contract to perform the proposed work in accordance with the plans and specifications. All bonds shall conform to the requirements of A.R.S. '34-222 and '34-223.

Performance Bond and Labor & Material Bond

Performance Bond and Labor & Material Bond covering the faithful performance of the contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the Contract Sum, shall be submitted in duplicate, together with the executed Owner Contractor Agreement, within five (5) days after notification of award of the Contract.

SPECIFICATIONS AND SCOPE

Gila County Public Works is asking for bid proposals to complete the remodel phase of the Central Heights Auditorium. The building is a 6,030 sq. ft. single-story concrete masonry (cmu) building. The building is located at 5515 S. Apache Ave., Globe, Arizona and is part of the Central Heights Complex.

This building shall be in accordance with the pertinent codes as adopted by the Gila County building code ordinance, as amended March 22, 2007. A copy of the ordinance may be obtained by the Building Safety Department by calling (928) 402-8513.

The work covered by this project consists of furnishing all labor, equipment, and materials to supply and erect office structures in the auditorium building at 5515 S. Apache Avenue in Globe, AZ, in accordance with "Instructions to Bidders", "Scope and Specifications", "Drawings and Plans" and the "General Terms and Conditions" provided.

NOTE: There will be a mandatory walk through held Monday, November 29, 2010 at 2:00 PM, 5515 S. Apache Ave., Globe, AZ.

SPECIFICATIONS

DESIGN

Refer to Floor Plan Design.

Uniform Building Code B for occupancy type construction including all related National Codes of construction to obtain plan check review and approval for the work identified herein by the following governing agencies having jurisdictional authority:

- Gila County Building Safety Department
- Office of Arizona State Fire Marshall

CEILING

Eight (8) foot grid ceiling.

UTILITIES

Water

Located adjacent to electrical, above ceiling.

Contractor will be responsible for running into restroom facilities and break room sink.

Sewer

Sewer line is located inside southeast corner of building.

Specifications & Scope cont.....

Electrical

The contractor shall provide all materials and labor to install and energize the following:

- 1 – 400 amp 480/277 volt 3ph sub-panel
- 1 – 112.5kva dry step down transformer
- 1 – 400 amp 208-120 volt 3ph Nema 1 sub-panel with main circuit breaker and auxiliary lugs feeding 2nd 400 amp 208/120 volt 3ph sub-panel
- 1 - 400 amp 480/277 volt 3ph ASCO automatic transfer switch used to power the new sub-panels in this project. The transfer switch is to be located in the generator compound along the same wall as existing transfer switches.
- 1 – 250 amp 480/277 volt 3 pole circuit breaker, buss adapters, and dead front cover will need to be installed in generator panel (existing Siemen's panel catalog number P4E60 ML 800ABS) to feed generator power to new ASCO transfer switch.

Any where asphalt or concrete needs to be removed material will be saw cut. Patch area needs to be compacted and patched with concrete. All patch work must match existing grade not causing any trip hazard or drainage issues.

All work is to be completed in compliance with local code requirements. Contractor is responsible for acquiring required permits from Gila County and scheduling inspections.

All electrical panels and circuit breakers should be same brand and style that is currently in use throughout the existing complex.

Note:

1. The existing run of parrell 3" conduit should be extended and used for this project.
2. The existing service entrance section has a spare 400 amp 3 pole circuit breaker installed and should be used for this project.
3. The model numbers of equipment that is currently being used in this complex is:
   - Transformer Sieman's catalog number 3F3Y112 112.5KVA 3PH Dry Step Down
     Primary 480 volt (line-line)
     Secondary 208 volt (line-line), 120 volt (line-neutral)
   - Sub-Panel Siemen's Indoor
     PIC42JX 400 ABS 208Y/120 3 PH 4 wire with main breaker
   - Sub-Panel Siemen's Indoor
     PIC30ML400ATS 480/277 3PH 4 wire

LIGHTING

Refer to plans for specifications.

Specifications & Scope cont.....

FIRE SYSTEM

Refer to plans for specifications.

Note: Fire system designed by Experienced Fire Sprinkling Inc. For questions please contact them at 623-694-7320.

COMPUTER/TELEPHONE/TELEVISION

Telephone and County computer rough-ins to be 2x4 recessed j-boxes. County I.T. Department will coordinate the installation of data runs.

WATER HEATER

One five (5) gallon electric water heater will be located under the sink in break room. Hot water heater will run to break room and restroom sinks.

HVAC

Refer to plan specifications. (TRANE units.)

DOORS

Refer to plan specifications.

- Contractor shall verify door count.
- Exit doors at public areas shall be openable from the inside without the use of a key or any special knowledge or effort.
- There shall be a floor landing on each side of the door.
- Where access for persons with disabilities is required by IBC 2008, the floor or landing shall not be more than ½" lower than the threshold of the doorway.

Exterior Doors

1. Two (2) main entry doors, one on northwest and one on southwest side of building inside complex grounds.
   - Hollow metal double doors with ¼" tempered glazing
   - Removable mullion installed at each double door.

2. One (1) single hollow metal door on south side of building.
   - Requires cut in CMU wall for installation

Interior Doors

1. Twenty-two (2) single wood doors with wood veneer finish.

2. Two (2) single wood doors with full ¼" tempered glazing.
   - Security key pads installed on each door.

Specifications & Scope cont.....

RESTROOM

There will be a total of two (2) restrooms located side-by-side (one men's and one women's) on the southeast corner of building. Sewer is plumbed in at that point. Contractor shall complete plumbing and installation as follows:

- Water Closet
  - Two in women's restroom, one of them ADA compliant.
  - One in men's restroom ADA compliant.
- Urinal
  - One in men's restroom
- Lavatory
  - One located in each restroom

BREAKROOM

Contractor shall work directly with County Project Manager concerning all millwork.

Sink with storage cabinets to be located on south side wall of break room. Contractor shall plumb and install as per plan design.

INTERNAL WINDOWS

Elections Ballot Rooms

Three (3' x 4') windows with mullions shall be installed in the upper half of the wall between the elections ballot tabulation room and intake room.

Public Fiduciary Receptionist Area

One (4'H x 6'L) pass thru window with center slider.
Overhead track with jambs, rollers, guides and ¼" tempered glazing.

FURRING FOR WALLS

All inside masonry walls shall be furred out with 2x2 furring strips and 5/8' commercial sheet rock.

The southeast wall shall be furred 6" for plumbing for restrooms and break room.

MILLWORK

All millwork done shall be in accordance with AWI Standards using high pressure laminating over ¾" particle board with all exposed surfaces laminated, melamine interiors, adjustable shelving, concealed hinges, wire pulls, and heavy duty drawer guides.

Contractor shall work directly with County Project Manager concerning all millwork.

Specifications & Scope cont.....

EXTERIOR

The Contractor shall paint the exterior south, east, and west walls of building to match the existing buildings in the complex.

Contractor shall complete all necessary repairs to stucco and façade of building.

SAFETY AND LOSS CONTROL

The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least a twenty-four (24) hour notice.

INSTRUCTIONS TO CONTRACTORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO CONTRACTORS AND EXHIBIT "B", CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL PROPOSALS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO CONTRACTORS

Preparation of Sealed Proposals

A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposal's package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Forms each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the Contractor. The submission of a proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of Contractors to perform the Scope of Work as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of Contractor(s) from further consideration.

D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the RFP shall be listed on the proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Instructions to Contractors cont.....

Amendments

Any addendum issued as a result of any change in this Request for Proposals must be acknowledged by all Contractors in the following manner:

1. Completion of the Contractor Checklist & Acknowledgment of Addenda form on page 39.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manners may result in a proposal being rejected as non-responsive.

Inquires

A. Any questions related to this Request for Proposals must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, Contractor(s) must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Request for Proposals due date and time. Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits.

   Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Proposal results ARE NOT provided in response to telephone inquiries. The bidder must be present at bid opening for proposal results. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Proposals

Any Proposal received later than the date and time specified on notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format

It is requested that one (1) Original and two (2) copies, three (3) TOTAL, with original signatures on all three (3) of the Proposal and Qualification Forms, Reference List, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Proposal. The County will not be liable for any cost incident to the preparation of Proposals, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

NOTICE: SURETY (BID) BOND FORM MUST ACCOMPANY BID SUBMITTAL.

Instruction to Contractors cont.....

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

   B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Contractor. The words "REQUEST FOR PROPOSAL" with Proposal Title "CENTRAL HEIGHTS AUDITORIUM REMODEL", Contract Number, "092210-1", Date "DECEMBER 6, 2010", and Time "11:30 AM" of Proposal opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

Information Requests

Request for additional information relating to the instructions or general conditions of this Bid should be directed to: Valrie Bejarano (928)402-8612, vbejarano@co.gila.az.us

Requests for additional information relating to specifications should be directed to: Robert Hickman 928-402-8592, rhickman@co.gila.az.us

Interpretations, Addenda

Gila County will not be responsible for bidders adjusting their bids based on oral instructions by any member of the County staff or by the County's contracted consultant or agent. Bids deviating from the specifications contained herein by any means other than an authorized addendum by the Public Works Division will be subject to rejection.

Should a Bidder find an ambiguity, inconsistency or error in the Plans or Specifications, or should he be in doubt as to their meaning, he shall at once notify the Facilities Manager, who will prepare a written addendum. The County will not be responsible for oral instructions or information. In the event questions are received less than five (5) days before the bid opening, a determination will be made by the Facilities Manager whether there is time to send a written addendum.

Instructions to Contractors cont.....

Questions or interpretations required by contractors, suppliers, dealers and other participants bidding, shall be directed to the Facilities Manager. Each bidder shall designate a specific individual from their organization to communicate with the Facilities Manager.

Any Addenda issued by the County during the time of bidding are to be included in the Bid, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided.

Addenda will be mailed to each person or firm recorded as having attended the mandatory walk through.

Contract Award

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Proposals will be reviewed by the Gila County Board of Supervisors.

5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.

6. The apparent successful Contractor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Instructions to Contractors cont.....

Protests

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Form Signatures

The Bid Form Page(s) must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. **All documents must be signed with original signatures.** Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Bid must indicate the responsible entity.

Bidders should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Bids must be presented sealed in an envelope. Bidders must enter their company name and Invitation for Bid number in the upper left corner of the envelope.

Bids must be delivered to the Gila County Public Works Division, Guerrero Building, 1400 E. Ash Street, Globe, AZ 85501.

Total Bid Cost

Bids will be evaluated and recommended for award based on the total bid cost including all applicable taxes.

The Total Bid Cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

Instructions to Contractors cont.....

Permits

The Contractor shall be responsible for the securing of any applicable permits. Permit Fees associated with this Contract will be waived.

Registered/Licensed

To be considered responsive, Contractors must be registered / licensed in the State of Arizona at the time of bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

Specifications may contain references to service requirements or methods, equipment and/or materials (patented or unpatented). Any reference to "or equal" or "approved equal" shall be construed to mean "Approved Alternate" in every instance. Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment or materials. Such references shall not be construed as limiting the selection to a specified item or source. The use of an alternate or substitute, item or source as an approved alternate will be permitted subject to the following procedure:

The Bidder shall submit **2 copies** of a written Request for Substitution to the Public Works Office at least five (5) calendar days prior to the original Bid opening date. Requests for substitution submitted to the County's contracted Consultant or other County Staff shall not be reviewed. The submittal envelope MUST be clearly marked with Invitation for Bid number and "REQUEST FOR APPROVED ALTERNATE" and must be time and date stamped by the Public Works Division by 1:00 P.M. November 2, 2010. Late requests shall NOT be considered. The Request shall include **2 copies** of all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations). The Bidder shall submit additional information and/or samples when requested by the County.

Approved Alternate

The Facilities Manager will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Facilities Manager shall give notice of rejection to the Bidder submitting the Request.

The Public Works Administration, if the Request is accepted, shall issue a written addendum to the Invitation for Bid specifying the approved alternates.

For purposes of submitting a Request for Approved Alternate, the "bidder" is defined as the person or firm who will be submitting the bid to the County in response to this solicitation. Therefore the County will not entertain any submittal for an approved alternate from any party not meeting the above definition of "bidder".

Instructions to Contractors cont.....

Taxes

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

Laws & Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" CONTRACTORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 29, Bidders OFFER PAGE, and Exhibit "D" Contractors Qualification and Certification forms(s) pages 20-23.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP.

The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected.

The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award.

Award Agreement cont.....

No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

   1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
   2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Evaluation of Proposal and Negotiations

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee.

Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

Award Agreement cont.....

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the Public Works files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal.

Negotiations with Individual Contractor's

1. Gila County Public Works Department shall establish procedures and schedules for conducting Negotiations. Disclosure of one Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

    a. Any Response to a request for Clarification of a Proposal shall be in writing.
    b. The Public Works Department shall keep a record of all Negotiations.

2. For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

    a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
    b. Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.

3. Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

    a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
    b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Contractor submitting this request.

Award Agreement cont.....

Termination

Termination for Convenience: County reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Contractor shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Contractors, Suppliers or Subcontractors which Contractor could reasonably have been avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Termination for Cause: County may also terminate this contract or any part hereof with fourteen (14) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Facilities Manager, and failure to provide County, upon request, with adequate assurances of future performance shall all be causes allowing County to terminate this contract for cause. In the event of termination for cause, County shall not be liable to Contractor for any amount, and Contractor shall be liable to County for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that County has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or County law, regulation or ordinance, the County may terminate this contract immediately upon giving notice to the Contractor.

Funds Appropriation

If funds are not appropriated by the Board of Supervisors to continue this Contract and for the payment of charges hereunder, the County may terminate this Contract at the end of the current fiscal period. The County agrees to give written notice of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all charges incurred through the end of such period.

Acceptance/Agreement

Any agreement made pursuant to this Invitation for Bid must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions.

Award Agreement cont.....

Any terms proposed in Contractor's acceptance of County's offer which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the County in response to an offer and if any of the terms therein are additional to or different from any terms of such offer, then the issuance of the Agreement by the County shall constitute an acceptance of such offer subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the County and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the County to the contrary in writing within ten (10) days of receipt of the Agreement.

Force Majeure

The County shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the County's control which shall make such acceptance impossible or impractical.

Conflict of Interest

The County may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the County is received by all parties to the contract, unless the notice specifies a later time under A.R.S. §38-511.

Patents

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the Gila County and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the County against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The County may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

Warranty

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship.

Award Agreement cont.....

Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to County, when notified of such nonconformity by County, provided County elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by County in doing so. Contractor recognizes that County's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for the costs, delays, or other damages which County has incurred.

Quality Standard of Materials

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/services(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

Subcontractors

During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the County. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

Successors & Assigns

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

Assignment

No right or interest covered by this contract shall be assigned in whole or in part without the prior written consent of the County.

Award Agreement cont.....

Execution of Notice of Award

The Contractor shall execute the Notice of Award with Gila County within ten (10) days after receipt.

Liquidated Damages

For each and every calendar day that work shall remain uncompleted after the time specified for the completion of the work in the proposal, or as adjusted by the Facilities Manager, the sum per calendar day per M.A.G. Spec 108.9, Table 108-1, may be deducted from monies due to or to become the Contractor, not as a forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the County and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

Supervision by Contractor

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor.

Clean Up

After all work under the contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site of the work.

Inspection

a. Inspectors may be stationed on the work to report to the Facilities Manager or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the Contractor fails to fulfill the requirements of the specifications and contract. The Inspector may direct the attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

b. In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the County. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

Award Agreement cont.....

c. Inspection or supervision by the Facilities Manager or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor.

Hindrances & Delays

In the event that the Contractor sustains damages as a result of expenses incurred by a delay for which the County is responsible, the Contractor and the County shall negotiate to determine the amount of such damages. This provision is effective only if the delay caused by the County is unreasonable under the circumstances and was not within the contemplation of the parties. This provision shall not be construed to void any provision of this contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.

Equal Employment Opportunity

During the performance of this contract the Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

Loss & Damages

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

Protection of Finished or Partially Finished Work

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the County.

Any payment for completed portions of the work shall not release the Contractor from such responsibility; however, he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the County.

Award Agreement cont.....

Final Acceptance

"Final Acceptance" shall mean a written final acceptance of the work by the Facilities Manager in the form of the Notice of Final Acceptance. The Facilities Manager or his Designee shall make the final acceptance promptly after all work under the contract has been completed in accordance with the contract documents and after final inspection.

Dumping & Disposal of Waste

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor.

The Contractor shall provide for the disposal at a legal off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.

Changes in Contract Price

The Contract Price may be changed only by a written Change Order issued by the County. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.

Changes in Contract Price

The County may at any time, as the need arises, order changes within the scope of the WORK without invalidating the CONTRACT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by written CHANGE ORDER.

The County will execute a formal CHANGE ORDER based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All CHANGE ORDERS are subject to approval by the County.

The County, also, may at any time, by issuing a written FIELD ORDER, make changes in the details of the WORK not affecting contract price or time. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered unless the CONTRACTOR believes that such written FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the OWNER WRITTEN NOTICE thereof within one (1) day after the receipt of the Field Order, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER. If the Contractor performs work authorized under a Field Order and subsequently requests a Change Order for that work, the County shall not be obligated to issue a Change Order.

Award Agreement cont.....

Workmanship

Where not more specifically described, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion.

All work shall be executed by tradesmen skilled in their respective lines of work.

When completed, all work shall have been durably and substantially built and shall present a neat, workmanlike appearance.

Local Conditions, Rules & Regulations

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

Contractor's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Gila County, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Contractor's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract.

For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Gila County or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the Gila County to Contractor pursuant to this Contract.

The Gila County or its authorized representative shall have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The Gila County shall give Contractor or Subcontractor reasonable advance notice of intended audits.

Contractor shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

Guarantee-Warranty

The provisions of Special Provisions and Specifications shall apply with the following additional requirements:

1. Should the Contractor fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the County, the County may perform the necessary work and the Contractor hereby agrees to reimburse the County for the actual cost.

Award Agreement cont.....

2. The warranty period on any part of the work so repaired or replaced shall be extended for a period of twelve (12) months from the date of such repair or replacement.

Storage & Staging

Bidders are advised to contact the Gila County Facilities Department to determine the requirements for obtaining permission for staging and storage areas they propose to use.

Storage areas shall be fenced. The Contractor shall obtain written approval from the property owner for staging and storage area use. This approval shall contain any requirements which are a condition of this approval.

Endangered Hardwoods

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

Contractor Safety Program

The industrial environment in which the Contractor for Gila County operates may on occasion present a potential safety and health hazard to any who may be on the job site, if applicable governmental regulations and sound work rules for maintaining a safe place and environment are not followed. The Occupational Safety and Health Act (OSHA) and the Gila County loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The Contractor will be required to attend a County safety briefing session at the pre-construction meeting. Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement. The session shall be attended by the Facilities Manager and a Contractor's representative.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. Gila County will be represented at each of those informal meetings. Notification shall be given to the County QA/QC Safety Compliance Officer at (928) 402-8506 at least 24 hours in advance of the next meeting.

Accident/Injury Procedure: Contractor shall contact the Facilities Manager and the Risk Management Division within 24 hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

Award Agreement cont.....

Unsafe Acts: Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

Safety Audits: The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

Chemicals

Contractors must agree to provide material safety data sheets for all substances that are delivered to Gila County, that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, Section 1910 - 1200 Hazard Communication (reference-Occupational Safety and Health Standard, Subpart - 2 Toxic and Hazardous Substances - Hazardous Communication Standard).

All Contractors using chemicals on Gila County property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a Gila County Facilities Manager prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-2 Toxic and Hazardous Substances-Hazard Communication Standard, Section 1910-1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact Gila County Facilities Department for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

INSURANCE PROVISIONS

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.

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** $_____

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 **Insured's** 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 Steve Stratton, Director Public Works, 1400 E. Ash Street, Globe, AZ 85501 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 Steve Stratton, Director of Public Works, 1400 E. Ash Street, Globe, AZ 85501. 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.

QUALIFICATION AND CERTIFICATION FORMS

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 092210-1 Central Heights Auditorium Remodel

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   _____

   _____

   _____

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. . The subcontractors ROC, contact name and phone # must be included.
   f. Gila County reserves the right to request additional information.

Qualification & Certification form cont.....

6 **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Arizona Contractor License Number:** _____
(If Applicable)

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____

2. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____

3. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____

4. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

PRICE SHEET

Provide the total lump sum price proposed for this project on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Contractors Name: _____ **Phone No.:** _____

CENTRAL HEIGHTS AUDITORIUM REMODEL PROJECT GLOBE, ARIZONA	
Cost allowance for Millwork	$ 12, 000.00
TOTAL LUMP SUM BID (Amount proposed shall include all taxes)	$ _____

Note: If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

_____
(Name of Individual)

being first duly sworn, deposes and says:

That he is _____
(Title)

Of _____ and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **BID NO. 092210-1 Central Heights Auditorium Remodel** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 2010.

_____ My Commission expires: _____Notary Public

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **BID NO. 092210-1 CENTRAL HEIGHTS AUDITORIUM REMODEL, GLOBE**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

☐ It is my intention to subcontract a portion of the work.

☐ It is not my intention to subcontract a portion of the work.

_____
Name of Firm

_____
By: (Signature)

_____
Title

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 County 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.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Supplier 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.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

GILA COUNTY

SURETY (BID) BOND

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

CENTRAL HEIGHTS AUDITORIUM REMODEL PROJECT
GILA COUNTY, ARIZONA, BID CALL NO. 092210-1

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

By

Title

Surety

By Attorney-in-Fact

Address, Attorney-in-Fact
Subscribed and sworn to before me

this _____ day of _____,2010

My commission expires: _____
Notary Public

CONTRACTOR CHECKLIST & ACKNOWLEDGMENT OF ADDENDA

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid Documents, this RFP will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
REFERENCE LIST	_____
PRICE SHEET	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS CONCERNING SUCONTRACTING	_____
ARIZONA WORKERS ACT COMPLIANCE	_____
ANTI-TERRORISM WARRANTY	_____
OFFER PAGE	_____
SURETY (BID) BOND	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2010

_____
Firm:

_____
By:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Bid No. 092210-1 Central Heights Auditorium Remodel. All proposals shall be filed with the Gila County Public Works Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before Monday, December 6, 2010, 11:30 am.

OFFER PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Invitation for Proposal Document.

Signature also certifies the Contractors proposal is genuine, and is not in any way collusive or a sham; that the Proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the Proposal has not revealed the contents of the Proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a Proposal to, or in any way colluded with, the Contractor submitting this Proposal.

Contract Number: 092210-1 Central Heights Auditorium Remodel Project

Contractor Submitting Proposal:

_____
Contractor Name

_____
Address

_____
City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax No.: _____

Email: _____

_____
Signature of Authorized Person to Sign

_____
Printed Name

_____
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____is now bound to provide the materials or services listed in RFP No.: 092210-1 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 092210-1**. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2010

_____

Michael A. Pastor, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

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

GILA COUNTY

CONTRACT PERFORMANCE WARRANTY

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

CENTRAL HEIGHTS REMODEL PROJECT, GLOBE,
GILA COUNTY, ARIZONA, PROJECT 092210-1

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in it's intended manner.

_____

(Officer, Partner, Owner) **Date**

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENTALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
_____, (hereinafter called the Principal), as Principal,
and_____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____
Holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **CONTRACT NO. 092210-1, CENTRAL HEIGHTS AUDITORIUM REMODEL PROJECT, GILA COUNTY, ARIZONA,** which contract is hereby referred to and made a part thereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in suit on this bond shall recover as part of the judgment such responsible attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2010.

_____
Principal **Seal**

_____
By:

_____
Surety **Seal**

_____
By:

_____
Agency of Record

_____
Agency Address

_____
Address

_____
Phone Number

STATUTORY LABOR AND MATERIALS BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENTALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____dollars($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **CONTRACT NO. 092210-1, CENTRAL HEIGHTS AUDITORIUM REMODEL PROJECT, GILA COUNTY, ARIZONA,** which contract is hereby referred to and made a part thereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in suit on this bond shall recover as part of the judgment such responsible attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2010.

_____
Principal **Seal**

_____
By:

_____
Surety **Seal**

_____
By:

_____
Agency of Record

_____
Agency Address

_____
Address

_____
Phone Number

Regular Agenda Item Item #: 4- L

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Robert Hickman, Facilities Manager	Submitted By:	Valrie Bejarano, Public Works Division
Department:	Public Works Division	Division:	Facilities

Fiscal Year:	FY 2010-2011	Budgeted?:	Yes
Contract Dates - Begin & End:	Nov. 16, 2010 to Nov. 16, 2011		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	John Nelson		

Information

Request/Subject

Request to award a contract pertaining to Sealed Bids No. 060110-1 for County janitorial services in Globe, AZ

Background Information

Facilities & Land Management Department requested sealed bids for janitorial services for some of the County buildings in the Globe area. Currently the majority of the custodial duties in Globe are hired out to a local company at an average of $10,905 a month for 3 buildings; Courthouse, Guerrero and Michaelson. The County employs 2 full-time and 1 part-time custodians for day service at the Courthouse and the Health and Community Services buildings. These buildings total 90,377 square feet. It was time to rebid the custodial contract for the Globe area and we did so with the prospect of adding more buildings to service. We bid at a square foot price for all of the Courthouse, Guerrero, Michaelson, Health and Community Services, WIC. The new Administration Building, Facilities & Sign Shop offices, and Roads & Auto Equipment Shop offices will be added after they are occupied and an agreement can be reached on price. An approximate square footage after adding the other 3 buildings is 106,377 square feet.

Our plan is to retain the current County employed custodial staff to be available during the daytime at the Courthouse and the Health and Community Services buildings. The custodial company will clean after business hours.

At this time we are paying another custodial company $1,000/month for cleaning the Payson Administration Building and have 2 part time County employees and 2 of the Facilities Maintenance staff cleaning the Payson Courthouse, Health Dept, Assessor/Recorder Bldg. and the small courtroom at the Payson Jail. We may look at bidding these buildings for custodial services later.

Evaluation

The 2 bids we received vary greatly in price per building. The amount for carpet cleaning and floor stripping and waxing are close. An interview with the #1 ranked company was positive and very informative. They also understand why the County prefers to use “green” chemicals. The phone calls we made to their references didn’t reveal any negative or suspicious information. The Facilities Manager, Administrative Assistant and the Fiscal Services Manager met with the Owner/General Manager and Administrative Manager of that company and our questions and concerns were answered satisfactorily.

Conclusion

We believe a positive effect will come about with the Board’s decision.

Recommendation

The Public Works Facilites and Land Managment Department recommends the Board approve the award of Request for Seaeld Bids No. 060110-1 to the number 1 ranked company.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Sealed Bids No. 060110-1 to provide janitorial services at the Globe County facilities; award to the lowest, responsible, and qualified bidder; and authorize the Chairman's signature on the Award Contract for the winning bidder. **(John Nelson)**

Attachments

Link: Bid 060110-1

Link: Bid Tab Sheet

GILA COUNTY

BID CALL 060110-1
REQUEST FOR PROPOSALS

JANITORIAL SERVICE
GLOBE, ARIZONA

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS
BID NO.: 060110-1 JANITORIAL SERVICE GLOBE, ARIZONA

Notice is hereby given that the Gila County Facilities and Land Management is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Globe, Arizona.

SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Wednesday, September 1, 2010

RETURN PROPOSAL TO: GILA COUNTY PUBLIC WORKS
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

MANDATORY PRE-BID MEETING: 10:00 AM, Thursday, August 19, 2010, 1400 E. Ash St., Globe, AZ

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered**. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Public Works Department at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Robert Hickman, Facilities Manager, PH. 928-402-8592. Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Valrie Bejarano, 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **August 11 and 18, 2010**

Signed: _____ Date: 7/6/2010
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 7/22/10
for Don E. McDaniel Jr., County Manager

TABLE OF CONTENTS

CONTENT	PAGE
Table of Contents	**2**
Scope of Services	**3-8**
Exhibit "A"; Instructions to Bidders	**9-11**
Preparation of Sealed Bid	9
Amendments	10
Inquires	10
Late Proposals	10
Submittal Bid Format	10
General Terms and Conditions	**12-13**
Acceptance Contract/Agreement	12
Protests	12
Laws & Ordinances	13
Exhibit "B"; Contract Award Agreement	**13-15**
Overcharges by Antitrust Violations	13
Authority to Contract	13
Contract Amendments	13
Contract Default	14
Right of Assurance	14
Co-op Intergovernmental Purchasing Agreement	14
Cancellation of County Contracts	14
Termination of Contract	14
Exhibit "C"; Minimum Specifications/Information	**16-18**
Section 1.0; General Purpose	16
Section 2.0; Bid Pricing & Term	17
Section 3.0; Order & Delivery	17
Section 4.0; Negotiations	17
Insurance Provisions	**19-21**
Qualification and Certification Forms	**22-23**
Price Sheet	**24**
Reference List	**25**
No Collusion Form	**26**
Subcontracting	**27**
Legal Arizona Workers Act Compliance	**28**
Anti-Terrorism Warranty	**29**
Checklist & Addenda Acknowledgment	**30**
Offer Page	**31-32**

SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services at the designated locations.

BUILDING NAME	BUILDING ADDRESS	BUILDING NO. & COMMENTS
Gila County Courthouse	1400 E. Ash Street Globe, AZ 85501	0101 All Levels
Guerrero Complex	1400 E. Ash Street Globe, AZ 85501	0106
Michaelson Building	149 S. Broad Street Globe, AZ 85501	0201 All Levels
Health & Community Services Complex	5515 S. Apache Avenue Globe, AZ 85501	0204 All Buildings
Facilities Management	4047 E. US Hwy 60-70 Miami, AZ 85539	Location closing end of 2010
New Facilities Management	725 N. Rose Mofford Way Globe, AZ 85501	New location opening end of 2010
Public Works Administration	745 N. Rose Mofford Way Globe, AZ 85501	New location opening end of 2010
Roads/Shop Building	1001 W. Besich Boulevard Globe, AZ 85501	New location opening end of 2010 Offices and Bathrooms Only

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These changes shall result in no penalties to the County.

GENERAL SCOPE

Building Areas and Janitorial Standards:

- Sweeping and Dust Moping (Uncarpeted Areas)
  1. Vestibules, lobbies and entries
  2. Corridors
  3. Stairwells, stars and landings (interior)
  4. Elevators and elevator vestibules
  5. Offices, Courtrooms and Conference rooms

Scope of Services continued....

- **S**weeping and Dust Mopping Standards

  Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.

- **V**acuuming (Carpeted Areas)
  1. Lobbies and entries (interior)
  2. Stairwells, stairs and landings (interior)
  3. Corridors
  4. Offices, Courtroom and Conference rooms

- **D**usting and Vacuuming (Low Cleaning-Under 6')
  1. All furniture and fixtures (i.e.) file cabinets, tables, etc.
  2. Window sills, ledges, etc.
  3. Vending Machines
  4. Stairwells, stairs, landings and railings (interior)

- **D**usting and Vacuuming (High Cleaning-Over 6')
  1. Door casings
  2. Fire alarm bells
  3. Partitions, wood paneling, etc.

- **D**usting and Vacuuming Standards

  Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility damage.

- **T**rash Removal
  1. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
  2. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.

Scope of Services continued....

- Trash Removal Standards

  All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.

- Washing

  1. Clean and sanitize urinals inside and out
  2. Clean and sanitize commodes inside and out.
  3. Clean mirrors
  4. Clean and sanitize miscellaneous restroom and toilet fixtures.
  5. Clean and sanitize restroom and toilet floors.
  6. Clean and sanitize restroom wash basin wall area and toilet wall area.
  7. Clean and sanitize shower rooms.
  8. Damp wipe all restroom and locker room ledges and sills.
  9. Spot clean walls, doors and trim.
  10. Clean and sanitize water fountains.

- Washing Standards

  Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

  A. Washing Glass: Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers. Use only soft cloths on Plexiglas. The washing shall not contaminate adjacent non-glass areas. Glass shall be left clean and dry, free from film or streaks and nay contamination visible when looking through the glass towards natural light source. Sill and frames shall be damp wiped.

  B. Washing Non-Glass: All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration. They shall be left clean without streaks. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

  C. Washing in Restroom, Public and Patient Areas: Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

Scope of Services continued....

- Damp Wiping Standards

  Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.

- Disinfecting Standards

  Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.

- Wet Mopping

  All tile, wooden or hard surface floors.

- Wet Mopping Standards

  After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stars, landings & elevator hard floors.

  There shall be no mop strings left on the floor. Surface should b e dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are <u>not</u> acceptable for use.

- Polishing

  Clean and polish <u>all</u> brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.).

- Polishing Metal Trim and Plumbing Hardware

  This shall be accomplished with metal polish. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers. All surfaces shall be rubbed to a soft gloss with clean cloth or textile disposable wipers.

- Spray Buffing (Hard Surfaced Floors)

  Spray buff all lobbies, corridors, and conference rooms. Spray buff product to be of the same manufacturer as floor finish.

- Spot Cleaning Carpets

  A carpet adequately spot cleaned is free of all stains, deposits, or spills. (Exceptions: Any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaning that will not harm or discolor the carpet fibers or backing.

Scope of Services continued....

SCOPE OF WORK SCHEDULE

This contract will require cleaning services, five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday unless otherwise noted on Bid Reply Section for specific building. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are 10 County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.
The Contractor shall provide a Janitorial Manager who shall be responsible for the performance of work. The name of this person and alternate(s) who shall act for the Contractor when the Manager is absent shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

A list of persons and their phone numbers performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

- **Daily Schedule**
  1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
  2. Clean all entryways and walkways six feet outside of entry.
  3. Sweep or dusts mop all entrances, entryways, and lobbies.
  4. Spot clean all glass and interior partitions.
  5. Clean all restrooms.
     a. Clean and disinfect all drinking fountains.
     b. Clean and disinfect all sinks, toilets, and urinals.
     c. Remove all finger marks from walls, stalls, doors, and light switches.
     d. Damp wipe all ledges and sills.
     e. Clean all mirrors and ledges of mirrors.
     f. Sweep and mop all uncarpeted floors.
     g. Replenish all restroom with paper towels, tissue, and soap.
     h. Empty and remove trash.
  6. Clean elevators, door tracks, and lobbies.
  7. Remove trash from all buildings to the Shop garbage bin.
  8. Clean all kitchens by sweeping, mopping floors and removing trash only.
  9. Sweep and dust stairwells, stars, and landings (interior). Wet mop, as needed.
  10. Vacuum all courtrooms and offices with vacuum cleaner.

- **Two Times Weekly – (Tuesday and Thursday):**
  1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
  2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.

Scope of Services continued....

- **Two Times Weekly – (Tuesday and Thursday):**
  1. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
  2. Remove all finger marks from furniture, fixtures, ledges and sills.
  3. Damp mop all quarry and tile floors.

BILLABLE WORK

Carpet Cleaning Per County Request

- Carpet cleaning shall be performed as directed by the County on an as need basis. Carpet cleaning shall consist of shampooing or steam cleaning (after a thorough vacuuming).

Stripping and Waxing of Floors Per County Request

- Stripping and waxing of floors shall be performed as directed by the County on an as need basis. All tile floors shall be stripped, all dirt and old wax removed, doors and baseboards cleaned, and three (3) coats of non-slip floor finish added.

Invoices Submitted

- Each location/facility shall be billed separately.
- Invoice shall contain address of facility being billed; date work performed and work description.

GILA COUNTY FURNISED SUPPLIES

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

INFORMATION REQUESTS

Requests for additional information relating the ***Scope of Services*** should be directed to: Robert Hickman, (928)402-8592, rhickman@co.gila.az.us.

Requests for additional information relating to the instruction or general conditions of this bid should be directed to: Valrie Bejarano (928)402-8612, vbejarano@co.gila.az.us.

MANDATORY PRE-BID MEETING

There will be a mandatory pre-bid meeting held Thursday, July 15, 2010, at 10:00 AM. The meeting will begin at the Globe Courthouse, 1400 E. Ash St., Globe, AZ and continue to the locations on page 3 of RFP packet.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.

B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Instructions to Bidders continued....

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 30.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Inquires

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, July 16, 2010 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

Instructions to Bidders continued....

C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "JANITORIAL SERVICE", Bid No., "060110-1", Date "September 1, 2010", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

   a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
      1. Waive any immaterial defects or informalities; or
      2. Reject any or all Proposals; or portions thereof; or
      3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.

5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.

6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

General Terms & Conditions continued....

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 31, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 22-23.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

General Terms & Conditions continued....

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

   1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
   2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

General Terms & Conditions continued....

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose
It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Gila County, Globe, Arizona.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.**

1.2 Contractor should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Contractor shall review its Proposal submission to assure the following requirements are met.

1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
1.5.2 Qualification and Certification Forms (page 22-23)
1.5.3 Price Sheet (page 24)
1.5.4 References List (page 25)
1.5.5 No Collusion Certification (page 26)
1.5.6 Intentions Concerning Subcontracting (page 27)
1.5.7 Legal Arizona Workers Act Compliance (page 28)
1.5.8 Anti-Terrorism Warranty (page 29)
1.5.9 Checklist & Addenda Acknowledgment (page 30)
1.5.10 Offer Page (pages 31-32)

Minimum Specifications continued....

SECTION 2.0

Proposal Pricing & Term

2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of five (5) years unless terminated or canceled as otherwise provided herein.

2.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY: Gila County Facilities and Land Management Office. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

SECTION 4.0

4.1 **Evaluation of Proposal and Negotiations**

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal

Minimum Specifications continued....

4.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

  a. Any Response to a request for Clarification of a Proposal shall be in writing.
  b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

  a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
  b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.

- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

  a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
  b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

INSURANCE PROVISIONS

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. 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.

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 and Contractor is free to purchase 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 and broad form contractual liability 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. Policy shall be endorsed to **include master key coverage**.

Insurance Provisions continued....

b. 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".**

c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

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. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit	$_____

a. The bond or policy shall be issued with limits of 50% of the contract value or $50,000 - whichever amount is greater.

b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.

c. The bond or policy shall **include coverage for third party fidelity.**

d. The bond or policy shall **include coverage for extended theft and mysterious disappearance.**

e. The bond or policy **shall not contain a condition requiring an arrest and conviction.**

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.

Insurance Provisions continued....

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, Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501, 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, Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501. 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 insureds under its policies **or** Contractor shall furnish to the County 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 County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

COPY

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 060110-1 Janitorial Services, Globe, Arizona

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   IWC Supplies & Maintenance (IWC LLC)
   8339 W Rose Lane
   Glendale, Arizona 85305

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes __x__No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes __X__No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? _____Yes __X__No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractor.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
   f. Gila County reserves the right to request additional information.
   g. Sealed list of equipment used in performing the services must accompany proposal.

Qualification & Certification continued....

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** ~~N/A~~ SEE ATTACH
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business License Number:** N/A
(If Applicable)

8. **Contractor must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals.**

Signature of Authorized Representative

Matthew N Tafoya

Printed Name

Administrative Manager

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 060110-1 Janitorial Service, Globe, Arizona.

Contractor Name: IWC LLC **Phone No.:** 623-463-8144

JANITORIAL SERVICES 1400 E. Ash St., Globe, AZ 85501	
GILA COUNTY COURTHOUSE	
***TOTAL COST PROPOSED**	$ 2,500/month

JANITORIAL SERVICES 1456 E. Ash St., Globe, AZ 85501	
GUERRERO COMPLEX	
***TOTAL COST PROPOSED**	$ 700/month

JANITORIAL SERVICES 149 S. Broad St., Globe, AZ 85501	
MICHAELSON BUILDING	
***TOTAL COST PROPOSED**	$800/month

Price Sheet continued.....

Contractor Name: IWC LLC

JANITORIAL SERVICES 5515 S. Apache Avenue, Globe, AZ 85501
HEALTH & COMMUNITY SERVICES COMPLEX Note: Price also includes the WIC Building ***TOTAL COST PROPOSED** $ 1,900/month

***BILLABLE WORK** (Page 8)		
Description	*Amount Proposed*	*Per Square Footage*
Carpet Cleaning	$ 0.16	psf
Stripping and Waxing Floors	$ 0.25	psf

*Each location shall be billed separately with location identified on invoice when submitted to County for payment.

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Arizona Dept of Public Safety
   Contact: Sheri Dulback
   Phone: 602-223-2187
   Address: ~~1204 E Encanto~~ Phoenix, AZ 85301
   Job Description: Janitorial Services - Various Locations

2. **Company:** Arizona Game & Fish
   Contact: Bill Davis
   Phone: 602-587-0193
   Address: 318 W Deer Valley Phoenix, AZ 85027
   Job Description: Janitorial Services - Various Locations

3. **Company:** USDA Forest Service, SW Forest Service Complex
   Contact: Sara Holder
   Phone: 928-556-2018
   Address: 2500 S Pine Knoll Drive Flagstaff, AZ 86001
   Job Description: Janitorial Services

IWC LLC
Name of Business

Signature of Authorized Representative

Administrative Manager
Title

AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

Nat Tafoya
(Name of Individual)

being first duly sworn, deposes and says:

That he is General Manager
(Title)

Of IWC LLC and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **JANITORIAL SERVICE, GILA COUNTY, BID CALL NO. 060110-1** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

IWC LLC
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned service.

IWC LLC
Name of Business

Nathan Tafoya
By

General Manager
Title

Subscribed and sworn to before me this 30th day of August, 2010.

Judith Pelkey
Notary Public

My Commission expires: 07/17/2011

Judith Pelkey
Notary Public - Arizona
Maricopa County
My Commission Expires
July 17, 2011

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **BID NO. 060110-1 JANITORIAL SERVICE,** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ **YES,** it is my intention to subcontract a portion of the work.

☒ **NO,** it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Matthew N Tafoya

Printed Name

Administrative Manager

Title

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 County approval if MWBE preferences apply) as soon as possible so as not to delay delivery of services.

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.

Signature of Authorized Representative

Matthew N Tafoya

Printed Name

Administrative Manager

Title

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Supplier 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.

Signature of Authorized Representative

Matthew N Tafoya

Printed Name

Administrative Manager

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	X
PRICE SHEET	X
NO COLLUSION IN BIDDING	X
INTENTIONS IN SUBCONTRACTING	X
LEGAL ARIZONA WORKERS ACT COMPLIANCE	X
ANTI-TERRORISM WARRANTY	X
CHECKLIST & ADDENDA ACKNOWLEDGMENT	X
OFFER PAGE	X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials					
Date	8/25/10				

Signed and dated this 28 day of August, 2010

IWC LLC
Contractor:

Matthew N Tafoya
By:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 060110-1 Janitorial Service. All proposals shall be filed with the Gila County Public Works Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before September 1, 2010, by 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 060110-1 Janitorial Service, Globe, Arizona

Contractor Submitting Proposal:

IWC LLC
Company Name

8339 W Rose Lane
Address

Glendale, AZ 85305
City State Zip

For clarification of this offer, contact:

Name: Nat Tafoya

Phone No.: 623-463-8144

Fax 623-463-8147

Email: iwcllc@cox.net

Signature of Authorized Person to Sign

Matthew N Tafoya
Printed Name

Administrative Manager
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor **IWC Supplies & Maintenance (IWC LLC)** is now bound to provide the materials or services listed in RFP No.: 030410-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 060110-1**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this 16th **day of** November, **2010**

_____

Michael A. Pastor, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

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

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities & Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management

1400 East Ash Street
Globe, Arizona 85501
Phone (928) 425-3231 Ext. 8522
Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

ADDENDUM #1 for Bid No. 060110-1

Janitorial Service, Globe, AZ

August 25, 2010

Note: The following amendments are hereby incorporated into the bid documents for the above stated project:

---

1. Request for Proposals due date has been changed to **11:00 AM, Wednesday, September 8th**.

2. All individuals working for the awarded Contractor(s) must pass a background check in order to work for Gila County under this project.

3. Contract may be awarded to multiple Contractors depending on what is deemed to be in the best interest of Gila County.

4. Cost for janitorial services has changed to the following locations only (page 3 of bid):

   - Gila County Courthouse
   - Guerrero Complex
   - Michaelson Building
   - Health & Community Services Complex

   The following locations (page 3) will be negotiated at a later date once construction has been completed on buildings.

   - Facilities Management
   - Public Works Administration
   - Roads/Shop Building

5. Remove Price Sheet, page 24 of bid packet, and replace with the attached new Price Sheets requesting for the individual cost of the 4 facilities mentioned in above item #4.

6. Page 17, Section 2.2, of bid packet has been replaced with the following:

   2.2 The contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, cancelled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for four (4) additional twelve (12) month periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

7. Detailed location information:

Building	Square Footage	Floor	Bathrooms	Mop / Storage Closets
Gila County Courthouse	47,076	1st	8	1 / 1
		2nd	7	0 / 0
		3rd	10	1 / 0
Total			25	2 / 1
Guerrero Complex	5,976	1	2	0 / 0
Michaelson Building	7,952	1st	2	1 / 1
		2nd	2	1 / 1
Total			4	2 / 2
Health & Community Services Complex	27,581	1	6	3 / 1
WIC Building	1,792	1	1	1 / 0
Total			7	4 / 1

ORGANIZATIONAL HISTORY & EXPERIENCE

IWC Supplies and Maintenance (IWC LLC) is a full service commercial building custodial services firm. The principals of our company have over 40 years of experience in the janitorial industry. IWC Supplies & Maintenance is a not a franchise, and is operated and managed from our offices in Glendale Arizona. IWC LLC currently has 87 subcontractor and employee relationships, each of which is managed by a team of talented administrators and quality control managers that are committed to the company's mission of "Superior Service through Superior People". Our quality control managers are assigned by location of contract and over see up to 10 employees each.

IWC LLC will provide all administrative and quality control tasks and our main office will serve as the single point of contact for the Customer. The designated liaison for this contract will be Nat Tafoya, our General Manager and Matthew Tafoya our Administrative Manager.

The primary focus of operation for the last 40 years is the southwest region of the United States which includes Arizona, New Mexico, Texas, and Nevada. We service facilities ranging from 2,000 square feet to 2 million square feet all of which is administered from our company offices located in Glendale, Arizona. We are considered a small business and qualify as a minority owned business.

Most of our current and past contracts include campus and multi-site contracts where groups of building are cleaned and managed by a single contractor.

A Brief example of our local contracts that are similar to the sites being bid as part of this proposal:

Arizona Development & Health:
Flagstaff Glendale, Lake Havasu, Nogales, Parker, Safford, Show Low

Arizona Department of Public Safety:
Flagstaff, Holbrook, Tucson, Show Low

Arizona State Forestry Division
Flagstaff District

Arizona Game & Fish Department:
Alpine, Flagstaff, Phoenix

Arizona Department of Economic Security:
Eager, Flagstaff, Kearny, Mammoth, Somerton, Show Low

United States Department of Agriculture:
Flagstaff Forest Service

A Brief example of our larger campus and multi-site contracts:

Phelps Dodge @ Chino Mines; 350,000sf and 12 sites within city

Fedex; 219,000sf and 9 sites in AZ, NV & NM

Qwest; 195,000sf and 21 sites in AZ & NM

Bureau of Reclamation @ Hoover Dam; 895,000sf and 5 sites within area

Maricopa County - Flood Control and Administration; 654,000sf and 32 sites within area

ASU East; 315,000sf and 12 sites within campus

Department of Energy; 510,000sf and 5 large sites within city

Sky Harbor Airport- Phoenix; Terminal 2, 3 & 4

Kirtland Air Force Base; 1,020,000sf and 52 sites within base

Through our unique relationship-management style, IWC LLC prides itself in our ability to provide superior custodial services and professional management which results in the ultimate in facility cleanliness and our Customer's peace of mind.

CURRENT REFERENCE INFORMATION

Reference Contact Information

Name of Contact: **Sheri Dulback** Title: **Procurement Manager**

Email: Phone: **602.223.2187**

Company: **Department of Public Safety**

Address: **1204 E. Encanto**
Street Address *Suite #*

Phoenix **AZ** **85301**
City *State* *ZIP Code*

What types of services did you provide? Dates of Services Provided

Janitorial Services *10/1999-10/2012*

Reference Contact Information

Name of Contact: **Delia Reyes** Title: **Procurement Manager**

Email: Phone: **928.854.8732**

Company: **First Things First**

Address: **1979 McCulloch BLVD**
Street Address *Suite #*

Lake Havasu **AZ** **86403**
City *State* *ZIP Code*

What types of services did you provide? Dates of Services Provided

Janitorial Services *6/1994-6/2013*

Reference Contact Information

Name of Contact: **Bill Davis** Title: **Manager**

Email: Phone: **602.587.0193**

Company: **Arizona Game & Fish**

Address: **318 W. Deer Valley Rd.**
Street Address *Suite #*

Phoenix **AZ** **85027**
City *State* *ZIP Code*

What types of services did you provide? Dates of Services Provided

Janitorial Services *5/2008-5/2013*

Reference Contact Information

Name of Contact: **Sara Holder** Title: **Contract Officer Representative**

Email: Phone: **928.556.2018**

Company: **USDA FS, RMRS – Southwest Forest Service Complex**

Address: **2500 S Pine Knoll Drive**
Street Address *Suite #*

Flagstaff **AZ** **86001**
City *State* *ZIP Code*

What types of services did you provide? Dates of Services Provided

Janitorial Services *7/2009-7/2014*

KEY PERSONNEL/STAFFING INFORMATION

Staff Member		Background and length of time with your organization
Name:	Nat Tafoya	**30 yrs, Managerial work, Owner & founder of company that was bought by Capital. An expert in contract management and employee relations**
		Current job responsibilities
Title:	General Manager	**Plan & organize all activities of the company to achieve specific performance objectives**

Staff Member		Background and length of time with your organization
Name:	Matthew Tafoya	**10 yrs, Managerial and Sales work. Manager of Investment Services Firm. Extensive project management and employee relations.**
		Current job responsibilities
Title:	Administrative Manager	**Assists in managing the overall administration of the company. Responsible for the continued development of new accounts, sales, marketing and training.**

Staff Member		Background and length of time with your organization
Name:	Priscilla Cruz	**5 yrs, Managerial and Sales work, Former district manager of multi-million dollar franchise company. Excellent communication and employee relation skills.**
		Current job responsibilities
Title:	Office Manager	**Directs the day to day operations of the company. Including hiring, training & scheduling in accordance with company standards and policies. Responsible for the continued development of all team members**

Staff Member		Background and length of time with your organization
Name:	Jose Casares	**9 yrs, Supervision of Floor care maintenance. 11 years floor care manager worker, current QC floor care specialist and floor care route supervisor. Former floor care owner of own firm**
		Current job responsibilities
Title:	Floor Care Tech	**Plans & Implements all scheduled floor care tasks per Project Managers orders in order to adhere to contract specifications. Also coordinates all QC inspections so as to achieve specific performance objectives. Also responsible for the continued development of floor maintenance crews.**

Staff Member		Background and length of time with your organization
Name:	Linda Chavez	**8 yrs experience as Building Manager and QC Inspector. Working Supervisor.**
		Current job responsibilities
Title:	QC Supervisor – Northern AZ	**Responsible for several buildings in an assigned area of operation. Plans, organizes and directs the work of subordinates so as to achieve specified profit goals and maintains effective customer relations.**

QUALITY CONTROL PLAN

IWC Supplies & Maintenance (IWC LLC) will implement a Total Quality Management system of service control. This complete management and quality control program has been setup to ensure that all requirements of the contract are fulfilled. Through a system of effective communication, thorough training and detail inspections, IWC LLC strives to eliminate potential deficiencies through identification and correction in the quality of service before the level of performance becomes unacceptable.

IWC LLC will electronically track all correspondence regarding customer, employee and job site issues throughout the duration of the contract. Reports emails will notate date, time, sender, recipient and the message reference. All reports will be used internally to measure our performance and responsiveness, which will serve as a standard to improve upon.

IWC LLC plans to establish a self-sufficient team that will have authority and support to fulfill all contract obligations. This self-sufficient team will be directed by the Project Manager and Supervisors that are trained in effective communication skills and proper employee management techniques. They are not only responsible for Quality Control measures but also for the upkeep of employee morale. Managers are encouraged to motivate employees through positive yet constructive feedback of job performance.

All Supervisors fall directly under the leadership of the Project Manager. They are responsible for the overall performance quality of their staff at their assigned areas. A copy of the cleaning schedule will be on location for each supervisor to refer to them. The pertinent information will be high-lighted and explained in detail to the custodians. If IWC LLC supplies chemicals to the site then we will maintain a current copy of the corresponding **MSDS** sheets that pertain to all the chemicals that our company uses.

The foundation of our Quality Control Program is our Quality Control Manager's ability to communicate effectively with all levels of the team with accountability to Project Manager. Through monthly meetings between the Project Manager, Supervisors & maintenance staff everyone is kept informed of contract performance and schedule issues. IWC LLC will use Microsoft software programs schedule, track and report on all custodial activities that have occurred and that are scheduled to occur in the future. IWC Supplies & Maintenance also files report records that are completed by our QCM which shall be maintained for the duration of the contract. Quality Control reports will state Location/Area, time, date and assessment of location as well as customer satisfaction feed-back and corrective action. This information will be available to staff, management and customer representatives for review.

The quality control reports will denote quality levels of various tasks then comment on what corrective action should be taken. In the event that discrepancies are found the QCM will inform the responsible supervisor or lead technician of item(s), then recommend corrective action. Corrective action can include retraining, rescheduling, reassignment or replacement of maintenance staff. Each technician will have an opportunity to correct, review and sign off on a quality control review form.

All quality control inspections and quality control reviews will be available to review by customer representatives. There will be space provided to allow for customer comments and/or complaints. This QCP file will include any and all corrective action taken.
NOTE: IWC LLC Management is available for questions and/or comment via email at iwcllc@cox.net and via fax at 623-463-8147 and via office phone at 623-463-8144.

GILA COUNTY
BID TAB FORM

BID NO.: 060110-1 **DATE:** 9-8-2010

BID TITLE: Janitorial Service, Globe

Ranking	Contractor / Vendor / Firm	Bid Amount	Comments
2	**G.R.'s Buff & Shine**	$ 5,200.00 $ 500.00	Courthouse Guerrero Bldg
		$ 1,500.00 $ 3,375.00	Michaelson Bldg Central Heights Complex
		Total = $ 10,575.00	Carpet .12 Waxing .25
1	**IWC Supplies & Maintenance (IWC LLC)**	$ 2,500.00 $ 700.00	Courthouse Guerrero Bldg
		$ 800.00 $ 1,900.00	Michaelson Bldg Central Heights Complex
		Total = $5,900.00	Carpet .16 Waxing .25

Regular Agenda Item Item #: 4- M

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Daisy Flores, County Attorney	Submitted By:	Debra Holmes, County Attorney
Department:	County Attorney		
Fiscal Year:	FFY 2011-2015	Budgeted?:	Yes
Contract Dates - Begin & End:	October 1, 2010-September 20,2015		
Grant?:	Yes		
Matching Requirement?:	Yes	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

IGA with the Arizona Department of Economic Security for Title IV-D child support services in Gila County.

Background Information

Since 1992, Gila County has contracted with the Arizona Department of Economic Security to provide Title IV-D child support services in Gila County through the Office of the Gila County Attorney. In state fiscal year 2010 (July, 2009-June, 2010), the office collected $5,560,607 in child support. The title IV-D child support program is a federal program that reimburses states for providing child support services. In Arizona, the Arizona Department of Economic Security contracts with Pinal, Navajo, La Paz and Gila counties to provide these services within each of those counties. Program costs are reimbursed by federal funds on the basis of sixty-six cents for each dollar spent on the program. Additionally, because the program also helps reimburse the federal government for monies expended for welfare for needy families (TANF), the program receives a share of the money it saves in federal welfare (SSRE). Finally, the program receives federal incentive payments based upon paternity establishment, support order establishment, collection of current support, arrears collection, and cost effectiveness. Through reimbursement, SSRE, federal incentives, and indirect costs, Gila County receives in federal funds approximately what the program costs.

In federal fiscal year 2009, the Gila County program's combined federal incentive measures were higher than any state combined incentive measure.

Evaluation

Approving this IGA will allow the Child Support Division of the Gila County Attorney's Office to continue providing child support services to Gila County residents. Not approving this IGA would transfer responsibility for providing these services to the state. This would likely result in Gila County residents not having a local child support office. Also, given that the state's scores on incentive measures are significantly lower than Gila County's incentive scores, not approving this IGA would likely result in decreased child support enforcement in Gila County.

Conclusion

Approving the IGA will allow the Gila County Attorney to continue to provide superior child support enforcement services to the people of Gila County.

Recommendation

The Gila County Attorney recommends that the Board of Supervisors approve the IGA with Arizona Department of Economic Security for the provision of Title IV-D services in Gila County.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. DE111165001) with the Arizona Department of Economic Security to provide Title IV-D child support services in Gila County for federal fiscal years 2011-2015.
(Bryan Chambers)

Attachments

Link: Title IV-D

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Board of Supervisors, Office of the County Attorney ("Contractor").

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

WHEREAS the County Attorney is duly authorized to execute and administer contracts under_____ and,

WHEREAS the Department and the County Attorney 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 County Attorney agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE Gila County Board of Supervisors***, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE COUNTY ATTORNEY TO THIS CONTRACT.***

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

_____
Procurement Officer Signature

_____
Printed Name

_____
Title

_____
Date

FOR AND ON BEHALF OF THE

Daisy Flores
Signature

Daisy Flores
Printed Name

Gila County Attorney
Title

10/22/10
Date

DE111165001
ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT 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

Date: _____

By: _____
Public Agency Legal Counsel

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), and the Gila County Board of Supervisors, Office of the County Attorney ("Contractor").

3.0 TERM OF AGREEMENT

3.1 The term of this Agreement shall have an effective date of October 1, 2010 and shall end on September 20, 2015, unless otherwise agreed upon by both parties in writing.

3.2 **EXTENSION**

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

3.3. **TERMINATION**

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 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:

4.2.1 Change of telephone number;

4.2.2 Change in authorized signatory; and/or,

4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

5.0 PURPOSE OF AGREEMENT

5.1 The purpose of this agreement is to facilitate the use of the County Attorney to establish paternity, establish, modify, or enforce child support orders and medical insurance obligations.

6.0 MANNER OF FINANCING

6.1 These services are financed by an annual grant from the Department of Health and Human Services, Administration for Children and Families, Grant No. G1104AZ4004.

7.0 SERVICE DESCRIPTION

7.1 A service that uses administrative and judicial methods to locate absent parents, establish paternity, establish child support obligation and enforce child/spousal support and provision of medical insurance.

8.0 RESPONSIBILITIES

8.1 The County Attorney shall:

8.1.1 Be responsible for and work all Title IV-D cases assigned to the County consistent with federal and state laws and applicable state and Department policies and procedures.

8.1.2 The provision of these services shall reflect equal treatment of locate, paternity, establishment and enforcement activities between Temporary Assistance for Needy Families (TANF) and non-TANF cases.

8.1.3 The County Attorney represents the State in Title IV-D matters. Therefore, there is no conflict of interest when the County Attorney provides services to a Title IV-D custodial person with multiple Non Custodial Parents (NCPs) or applicants from the same family unit.

8.1.4 Although attorneys from the County Attorney's office are providing legal services to establish paternity and establish, modify or enforce support, such attorneys do not represent the custodial person or the child or children named in the application, but represent the State of Arizona.

8.1.5 The County Attorney shall be responsible for all court appearances involving any case within their county's Title IV-D caseload and shall attempt to protect the interest of the State. When there is a conflict in court appearances, for which the County Attorney cannot obtain coverage, the County Attorney shall notify the Office of the Attorney General by telephone immediately in order to assist in arranging coverage for the conflicting court appearance.

8.1.6 The County Attorney shall appear in divorce, probate, bankruptcy and other proceedings where necessary to protect the State's interest in establishing and enforcing support orders, responding to orders, and/or subpoenas for State records. In bankruptcy cases, the County Attorney shall, at a minimum, file Proofs of Claim. The County Attorney shall file a Notice of Appearance in Arizona bankruptcy court when the County Attorney learns that an obligor within the County Attorneys' caseload has filed for bankruptcy and the bankruptcy matter is still open. Where appropriate, a Proof of Claim shall be filed in Arizona bankruptcy court. If the bankruptcy proceeding is outside Arizona, the County Attorney shall notify the other jurisdiction and take appropriate steps to ensure that a Proof of Claim is filed on behalf of the custodial parent in that other State. The County Attorney shall continue with Paternity, Establishment and Modification actions and ensure that current support is paid on cases within the County Attorney's caseload, even though the obligor has filed a bankruptcy petition.

8.1.7 Arizona Tracking Locate Automated System (ATLAS) Responsibilities: The County Attorney shall load, maintain, and use the ATLAS system consistent with the Department Policy and Procedures, which are on-line in ATLAS or otherwise provided by the Department. All case activity shall be documented on ATLAS. The County Attorney shall notify the ATLAS Help Desk of all system-related problems.

8.1.8 All new County Attorney staff assigned to Title IV-D Child Support shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.

8.1.9 New ATLAS users are required to complete the following forms:

8.1.9.1 J-125, Request for Terminal Access;

8.1.9.2 J-129, Affirmation Statement;

8.1.9.3 CS-169, Conflict of Interest/Confidentiality Statement.

8.1.9.4 The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV.

8.1.10 All staff assigned to Title IV-D Child Support Enforcement shall complete Department required training. All staff shall complete Department ATLAS required training before being assigned logon identifiers for ATLAS. The County Attorney must submit for approval documentation regarding sessions attended, other than those supplied by the Department.

8.1.10.1 Written instructions to navigate the ATLAS system are available upon request by emailing DCSETRAININGREQUEST@AZDES.GOV.

8.2 APPEALS/SPECIAL ACTIONS RESPONSIBILITIES

8.2.1 In order to further the State's goal in taking consistent positions before the appellate courts, if the County Attorney is of the opinion that a paternity, establishment, enforcement or any other order is erroneous and presents a question of law or fact warranting an appeal, the County Attorney shall promptly provide the Attorney General's Child Support Enforcement Section Chief Counsel with sufficient case information and documentation to enable the Office of the Attorney General to evaluate the case for appeal on behalf of the State. After consultation with the Assistant Director for Child Support Enforcement, the Attorney General's Office will advise the County Attorney of the approval or disapproval of the request to appeal. In the case of an

approval, the County Attorney and Attorney General shall agree as to whom will file the Notice of Appeal, necessary briefs and the timeframes for exchange of documents. If the request to pursue an appeal is denied, the Attorney General's Office will promptly advise the County Attorney of the reasons for the denial.

8.2.2 The County Attorney shall be primarily responsible for answering appellate matters in its caseload. If, for good cause, the County Attorney is unable to answer such a matter he/she shall give written notice at least twenty-five (25) calendar days for appeals and two (2) days for special actions to the Attorney General's Child Support Enforcement Chief Counsel that assistance is needed. Notice includes copies of the Notice of Appeal, Clerk of the Court Index, opening briefs and all relevant portions of the case record and lower court record necessary to answer the opening brief or take other appropriate action. The County Attorney shall respond to all Judicial Review Act matters filed as to cases in the County Attorney's caseload.

8.3 INDIAN RESERVATION CASES

8.3.1 The County Attorney shall file the matter in State court if State court jurisdiction may be asserted under applicable law. If there is an agreement with the tribe to permit an attorney for the Title IV-D program to appear in tribal court, cases shall be litigated in tribal court if that is where jurisdiction properly lies.

8.3.2 If the Department has an agreement with a tribal government which provides that a tribal government entity will perform some or all Title IV-D functions for cases involving its own members, the County Attorney will refer cases covered by such agreement to the appropriate tribal entity. The Department will notify the County Attorney in writing of any such agreement and will work to ensure compliance with its terms.

8.3.3 In the absence of any agreement, those cases referred to the County Attorney in which State court jurisdiction cannot be asserted over the non-custodial person because she/he lives and/or works on an Indian reservation, shall be prepared and filed in the appropriate reservation tribal court or tribunal, if that tribunal will allow the attorney for the State to appear in a representative capacity without charging fees for the case. Preparation of a case to be referred shall be in a form acceptable to the tribal court or tribunal.

8.4 SERVICE TASKS OF THE COUNTY ATTORNEY

8.4.1 **Establishment of Cases, Maintenance of Case Records**

8.4.1.1 Make applications for child support services readily accessible to the public;

8.4.1.2 Provide or send applications on the day requested, if requested in person, or within five (5) days if requested by telephone or mail. Along with the Department-approved Title IV-D application, the County Attorney shall furnish information describing available services, and the individual's rights and responsibilities;

8.4.1.3 Accept an application as filed on the day it is received;

8.4.1.4 Within twenty (20) days of receipt of a referral or filing of an application for services under 45 C.F.R. 302.33, open a case by establishing a case record. The case record shall include all information pertaining to the case, as set forth in 45 C.F.R. 303.2;

8.5 LOCATION AND USE OF LOCATION INFORMATION

8.5.1 **LOCATION OF NON CUSTODIAL PARENTS**

8.5.1.1 Within no more than 75 calendar days of determining that location is necessary, access all appropriate location sources including ATLAS, and ensure that location information is sufficient to take the next appropriate action in a case;

8.5.1.2 Shall repeat location attempts in cases in which previous attempts to locate noncustodial parents or sources of income and/or assets have failed.

8.5.1.3 Shall attempt to locate income and/or assets of the NCP's possession of professional/recreational licenses, as appropriate under law.

8.6 LOCATION OF CUSTODIAL PARENTS

8.6.1 Shall attempt to locate Custodial Persons when location is necessary to distribute support.

8.7 USE OF ATLAS AND FEDERAL PARENT LOCATOR SERVICE (FPLS) INFORMATION

8.7.1 **SAFEGUARDING OF EXPANDED FPLS INFORMATION**

8.7.2 Locate and other information received by a County Attorney is subject to the safeguarding provision of 42 U.S.C. § 654 (26), which states that the information received shall be solely used by authorized persons in proceedings or actions to establish paternity, or to establish, modify or enforce support, or to make or enforce a child custody determination including investigation/prosecution of child kidnapping laws.

8.7.3 **Requests for locate information**. Consistent with 42 U.S.C. § 663, only a judicial officer or criminal prosecutor may make a written request for locate information as to a parent or child for the purpose of enforcing custody or visitation orders/laws or prosecuting child kidnapping offenses. Such a request shall be made in writing on a Department approved form sent to the Department.

8.7.4 **Non-Disclosure Indicator:** If Expanded Federal Parent Locator information is sought from the Department under the terms of this contract and the Department has information that there is reasonable evidence of domestic violence or child abuse and the disclosure of information could be harmful to the parent or child, the locate information shall not be released. Consistent with 42 U.S.C. § 653 (b) (2) (B) and 663 (d) (2) (B), the FPLS locate information may only be disclosed to a court or its agent after a judicial officer determines that disclosure to the court/its agent would not be harmful to the parent or child. This written determination, when relayed to the Department is transmitted to the Secretary of Health and Human Services and the non-disclosure indicator is temporarily lifted to release the requested information for this request only.

8.7.5 If disclosure is made to a criminal prosecutor, the court should so state and specifically prohibit disclosure to any other person if the court determines that disclosure of such information to any other person would be harmful to the parent or child. The FPLS information shall only be released to any other authorized person under 42 U.S.C. § 653 and 663 after a court determines that release of the information to such an authorized person would not be harmful to the parent or child. Any determination to override a non-disclosure indicator at the Expanded Federal Parent Locator Service shall be in writing, contain findings of fact (including the authorized use to be made of the information), be signed by the judicial officer and request the Department and Secretary of Health and Human Services to provide the information.

8.8 ESTABLISHMENT OF PATERNITY

8.8.1 In each Title IV-D case the County Attorney shall, when necessary, attempt to establish paternity.

8.8.2 Check all appropriate databases and other sources to verify whether paternity has already been established.

8.8.3 Within ninety (90) calendar days of locating the alleged father, either obtain a stipulated agreement to paternity or file for paternity establishment and complete service of process to establish paternity. Unsuccessful attempts to serve process shall be documented consistent with 45 C.F.R. 303.3.

8.8.4 Within one (1) year of successful service of process or of the child reaching six months of age, whichever occurs later, establish paternity or exclude the alleged father as a result of genetic tests and/or legal process in 90% of paternity cases. Attempts shall also be made to obtain judgments to recover genetic testing costs whenever possible.

8.8.5 In any case in which an alleged father is excluded but more than one alleged father has been identified, attempt to establish paternity as set forth in 3.13.2. for each alleged father identified until paternity is established or all alleged fathers are excluded by court process or genetic tests.

8.8.6 Attempt voluntary paternity acknowledgment using the following methods, including but not limited to: in-office/court stipulations, hospital based programs or medical facilities' programs if available.

8.8.7 Not attempt to establish paternity in any case in which good cause not to proceed has been established.

8.8.8 Afford alleged fathers the opportunity to file an application to request Title IV-D services to initiate a paternity action, and provide them with paternity establishment services.

8.8.9 The County Attorney is required to purchase services under the Department's agreement for services for genetic testing for paternity.

8.9 **ESTABLISHMENT OF SUPPORT**

8.9.1 In each Title IV-D case, the County Attorney shall:

8.9.2 When necessary, attempt to establish an order or complete service of process of a petition for establishment of a support order within ninety (90) calendar days of locating a non-custodial person;

8.9.3 If the court dismisses a petition for establishment of a support order without prejudice, examine the reasons for dismissal, determine when it would be appropriate to seek an order in the future, and seek a support order at that time;

8.9.4 Establish child support orders from the date of service of process or other successful notification within the following timeframes:

8.9.4.1 seventy-five percent (75%) in six (6) months; and,

8.9.4.2 ninety percent (90%) in twelve (12) months;

8.9.5 Ensure that the parties receive a copy of the order; and/or,

8.9.6 Attempt to obtain default orders and judgments if the non-custodial person does not respond to process.

8.10 ESTABLISHMENT OF MEDICAL SUPPORT

8.10.1 In each Title IV-D case, the County Attorney shall:

8.10.2 Attempt to include medical support in each new or modified support order;

8.10.3 Ensure that the responsible parent or employer provides the health insurance coverage required by the support order;

8.10.4 Within three (3) days of receipt of health insurance information, input the policy number, insurance provider and the effective dates of insurance coverage on appropriate ATLAS screen(s).

8.10.5 After receipt of a Department list of cases, when appropriate, petition the Court or administrative authority to modify existing support orders to include medical support, in the form of health insurance coverage, and allocation of uncovered medical expenses for the cases identified by the Department, even if no adjustment in the child support amount is necessary; and,

8.10.6 Enforce/collect on medical support orders which have been reduced to judgment. Verify and document in ATLAS all lapses/terminations in medical insurance ordered by the Court.

8.11 **SUPPORT ORDER/JUDGMENT RECORD**

8.11.1 A record of all support orders/judgments in Title IV-D cases must be maintained on ATLAS. Within five (5) days after entry of any local order/judgment or receipt of a responding court's order/judgment in an initiating UIFSA case, the following information, at a minimum, shall be entered into ATLAS:

8.11.1.1 Court docket number;
8.11.1.2 Amount of support ordered, frequency of payment, due date of first and subsequent payments;
8.11.1.3 FIPS code, where appropriate;
8.11.1.4 Judgment type, amount and period; and,
8.11.1.5 Name of judicial or administrative officer entering the order.

8.12 ENFORCEMENT OF SUPPORT OBLIGATIONS

8.12.1 In each Title IV-D case in which the obligation to support and the amount of the obligation has been established, the County Attorney shall:

8.12.1.1 Monitor compliance with the support obligation; and

8.12.1.2 Enforce the obligation in each case in which the non-custodial person has failed to make payments in an amount equal to the support payable for at least one month.

8.12.1.3 Within thirty (30) calendar days of identification of a delinquency or other support-related noncompliance with the order, initiate any appropriate enforcement actions such as income withholding, unemployment intercept, driver or professional license suspension (A.R.S. § 25-517 and A.R.S. § 25-518) asset seizure or contempt proceedings;

8.12.1.4 Issue administrative income withholding orders, as appropriate, within two days of receipt of an income withholding order work list item;

8.12.1.5 Impose appropriate liens against real and personal property, attempt to require the posting of security bonds or guarantees to secure payment of overdue support;

8.12.1.6 Participate in the financial institution data match process offered through ATLAS automation.

8.12.2 If enforcement attempts are unsuccessful, examine the reasons the attempts have been unsuccessful, determine when it would be appropriate to take enforcement action, and initiate appropriate enforcement actions; and

8.12.3 Investigate and respond to all timely and proper requests for administrative review consistent with State law and Department policy and procedure.

8.12.4 When administrative reviews for tax offsets or other challenges to administrative enforcement actions or case related issues, including automated actions, are requested, the County Attorney shall conduct administrative review pursuant to A.R.S § 25-522, state and federal law, and Department policy and procedures and perform appropriate case record maintenance.

8.13 INTERSTATE RESPONSIBILITIES

8.13.1 **Initiating Interstate Responsibilities**: In all Title IV-D interstate cases and in compliance with Uniform Interstate Family Support Act (UIFSA), the County Attorney shall:

8.13.2 Assert long-arm and/or continuing exclusive jurisdiction whenever possible to establish paternity, establish support, modify support and/or enforce support;

8.13.3 Use administrative processes and direct income withholding whenever appropriate to enforce support;

8.13.4 Initiate a two-state interstate action when Arizona does not have jurisdiction over a Non-Custodial Parent (NCP) within twenty (20) days of determining that the NCP is in another state. In an initiating two-state action, provide the responding state with sufficient information to act on the case and use the federally approved interstate forms;

8.13.5 Within thirty (30) days of a receipt of a request for additional information from a responding state, either provide the requested information or acknowledge receipt of request, indicating when the information will be provided;

8.13.6 Notify the responding State within ten (10) business days of receipt of new information on a case.

8.13.7 Send a request for review and adjustment of a child support order to another state within twenty (20) days of determining that this is the appropriate action;

8.13.8 Send requests for administrative enforcement where that is appropriate; and

8.13.9 Request assistance of other states in facilitating telephonic appearances, service of process, and discovery and provide such assistance to other states;

8.14 RESPONDING INTERSTATE RESPONSIBILITIES

8.14.1 Within seventy-five (75) days of receipt of an interstate Title IV-D case by Arizona's Central Registry:

8.14.1.1 If the request is for location services or if the form or documentation does not include adequate location information on the non-custodial person, the County Attorney shall provide location services.

8.14.1.2 If unable to proceed with the case because of inadequate documentation, notify the initiating Title IV-D agency of the necessary additions or corrections to the form or documentation; and

8.14.1.3 If the documentation received with a case is inadequate and cannot be remedied without the assistance of the initiating agency, process the interstate Title IV-D case to the extent possible pending necessary action by the initiating agency;

8.14.2 Within ten (10) days of locating the non-custodial person in a different county within Arizona, enter the new information in ATLAS, forward the interstate transmittal form and documentation to the appropriate county entity and notify the initiating agency and Arizona's Central Registry of the action;

8.14.3 Within ten (10) days of locating the non-custodial person in another state:

8.14.3.1 Enter the new information in ATLAS, return the interstate transmittal form and documentation, including information as to the non-custodial person's location, to the initiating state or, if directed by the initiating state, forward the form and documentation to the Central Registry in the state where the non-custodial person has been located; and

8.14.3.2 Notify the Arizona Central Registry where the case has been sent;

8.14.3.3 Provide all necessary services in responding interstate cases by;

8.14.3.4 Establishing paternity and attempting to obtain a judgment for past support and genetic testing costs should paternity be established in accordance with this section;

8.14.3.5 Establishing a child support obligation, and an order of assignment;

8.14.3.6 Enforcing interstate cases using appropriate remedies;

8.14.3.7 Reviewing and adjusting child support orders according to State and federal law and Department policy;

8.14.3.8 Attempting to obtain default orders when process has been served on the defendant in accordance with state law and the defendant has failed to respond to service; and

8.14.3.9 Taking all other appropriate actions;

8.14.4 Notify the initiating state in advance of any formal hearings which may result in a determination of paternity or order establishment, modification or enforcement. Provide the initiating State with a copy of any order establishing or modifying child support; and

8.14.5 Notify the initiating Title IV-D agency within ten (10) days of receipt of new information on a case.

8.14.6 Respond within ten (10) business days to routine requests for case status information from the initiating state;

8.14.7 Notify the interstate central registry in the responding State when a case is closed.

8.15 REVIEW AND ADJUSTMENT

8.15.1 At the request of a party subject to the order, the County Attorney shall:

8.15.2 Review any Title IV-D case. The review and adjustment of existing orders shall be in accordance with current Department policy and procedures. Reviews are to be completed in the following manner:

8.15.2.1 Gather or request the necessary income information to support any allegation that there has been a substantial and continuing change in income;

8.15.2.2 Gather or request the guideline expense verification and health insurance coverage information from both parties; and

8.15.2.3 Stipulate to modify existing support orders in accordance with the current child support guidelines and state law, or complete the service of process necessary to commence proceedings to modify the order within ninety (90) days of locating the non-custodial person;

8.15.3 Notify each parent subject to a child support order, in writing at least thirty (30) calendar days prior to the review, of the following:

8.15.3.1 The right of either parent to initiate proceedings to challenge the proposed adjustment or non-adjustment of the support order within thirty (30) calendar days of the date of notice; and,

8.15.3.2 That, when a challenge to the adjustment or non-adjustment is received, the information in the case record shall be reviewed by the County Attorney to determine the validity of the request;

8.15.4 Except as to orders needing health insurance provisions, attempt to adjust the order where the application of the guidelines against the current child support order results in an amount that varies at least fifteen percent (15%) or more from the existing child support order;

8.15.5 Upon request for review and adjustment by a party subject to another state's order, conduct a review taking the following actions:

8.15.5.1 Contact the issuing state with the order;

8.15.5.2 Provide pertinent information; and,

8.15.5.3 Request that the state with the order conduct the review unless neither party nor the child now resides in that state. In that case, Arizona should obtain the necessary information and conduct the review.

8.15.6 Circumstances that would warrant a review sooner than thirty-six (36) months after an order is established, or the most recent review, are:

8.15.6.1 When the support order does not include medical support or when both parties have been ordered to provide medical support; or

8.15.6.2 When minimum support was ordered because either parent was unemployed, employed part-time or was under-employed at the time the order was entered; or

8.15.6.3 When the County Attorney learns that either parent has secured a substantial and continuing change in income that varies by at least fifteen percent (15%); or

8.15.6.4 When either parent becomes permanently disabled.

8.16 CASE CLOSURE

8.16.1 The County Attorney shall perform a timely review of all cases eligible for closure and close appropriate cases pursuant to the federal requirements (45 C.F.R. 303.11) and the Department's case closure policy and procedures.

8.16.2 The County Attorney shall close ninety percent (90%) of cases meeting the closure requirements and policy within 12 months of eligibility.

8.17 SERVICES TO INDIVIDUALS NOT RECEIVING TANF OR TITLE IV-E FOSTER CARE ASSISTANCE:

8.17.1 The County Attorney shall provide all appropriate IV-D services to all individuals who are eligible to receive child support services. The County Attorney shall provide child support services to any individual who:

8.17.1.1 Files an application for services (including alleged fathers and Non-Custodial Persons, as required by law). In an interstate case, only the initiating state may require an application under this section; or

8.17.1.2 Is referred as an MAO recipient; or

8.17.1.3 Has been receiving Title IV-D services and is no longer eligible for assistance under the TANF, IV-E foster care or AHCCCS program, has not requested case closure and whose case does not qualify for closure under Department policy. This includes cases where the individual is not an Arizona resident.

8.18 TANF RESPONSIBILITIES

8.18.1 **TANF Pre-Eligibility Cooperation**: Cash Assistance Applicants are provided with the Verification of Cooperation (FAA-1221A form) with Title IV-D/DCSE and requested to appear at the appropriate Title IV-D/DCSE field office to provide the required information. When all the required information and documentation is obtained, the County Attorney will complete the Title IV-D portion of the FAA-1221A. If the Cash Assistance Applicant (CA) appears in an Title IV-D office that is outside the zip code assignment of that office, the Cash Assistance Applicant must still be assisted with the completion of the FAA-1221A. If the Cash Assistance Applicant is unable to physically appear at the Title IV-D office to complete or provide the necessary information for cooperation with the Title IV-D requirement, the IV-A Eligibility Worker will provide the Cash Assistance Applicant with a pre-made packet of the required Title IV-D documents and will contact the Title IV-D office for assistance in completing the required documents.

8.18.2 **Failure of TANF Recipient to Cooperate and Good Cause Exceptions:** The County Attorney shall follow all state policies and procedures governing cooperation by a TANF or Title XIX recipient with the Title IV-D program including determination of good cause as defined by A.R.S. Section 46-292. The County Attorney will ensure the non-cooperative custodial person has received due process and is afforded an opportunity to cooperate prior to imposing a sanction. Once the custodial person receives due process and remains uncooperative the County Attorney shall appropriately document ATLAS and generate a sanction notice through the IV-A computer system AZTECS. When the custodial person begins cooperating with the Title IV-D Program, the County Attorney shall document the ATLAS system appropriately. If the custodial person claims good cause for not cooperating the County Attorney shall refer the claim and supporting documentation to the Department's Office of Special Investigations (OSI). Once the OSI investigation is received, the County Attorney shall make the final determination of good cause.

8.18.3 **Communication Regarding Potential Settlement.** Where an offer to settle support arrearages on a case is received, the County Attorney shall notify the DCSE Settlement Team

at dcse-settlement@azdes.gov, which has been designated by the Department to approve such settlements.

8.19 PERFORMANCE STANDARDS/MEASURES

8.19.1 Performance standards required by federal statute and regulations set forth in 42 U.S.C. § 652, 45 C.F.R. 302.70, 303.101 and 305.2 are incorporated and made part of this agreement.

8.19.2 The County Attorney shall achieve a compliance rate of at least seventy-five percent (75%) for each of the performance standards, unless otherwise stated in this agreement. The Department shall monitor and advise the County Attorney of its progress in complying with the standards and timeframes.

8.19.3 These standards are listed below:

8.19.3.1 Case Set-up and Maintenance of Case Records;
8.19.3.2 Establishment of Support;
8.19.3.3 Enforcement of Support Obligations;
8.19.3.4 Services to Individuals not Receiving TANF or Title IV-E Foster Care Assistance;
8.19.3.5 Case Closure: (90% Substantial Compliance Requirement);
8.19.3.6 Medical Support;
8.19.3.7 Review and Adjustment;
8.19.3.8 Reporting Requirements;
8.19.3.9 Appeals/Special Actions.

8.20 PROGRAM PERFORMANCE AUDITS AND REVIEWS

8.20.1 The Department may conduct an audit of the Contractor's performance by reviewing a statistically valid sample of the Contractor's caseload. The Department will determine whether appropriate actions have been taken in the cases in the sample. Performance measures to be used include but are not limited to, each of the federally prescribed performance categories as well as paternity and child support order establishment, enforcement, expedited processes, interstate, medical support, and case closure.

8.20.2 If the Contractor fails to achieve a seventy-five percent (75%) performance level in any of the performance categories, or 90% performance level for case closure, the Department will issue a letter delineating deficiencies found during the audit. The Contractor shall submit a corrective action plan within 30 days. The corrective action plan shall describe how the Contractor shall achieve the 75% performance standard in each performance category or 90% performance level for case closure. If the Contractor fails to submit a corrective action plan, the Department shall withhold payment in an amount equal to ten percent (10%) of the monthly payment until the plan is submitted. Upon approval of the plan, the monthly payment(s) withheld will be returned to the Contractor.

8.20.3 The Department shall, within (30) days of receipt of the corrective action plan, approve or disapprove the plan. During the corrective action period the Department may conduct audits of a statistically valid sample of the Contractor's caseload and will notify the Contractor of the results. If the Contractor fails to achieve a 75% performance level in any of the performance categories, or 90% performance level for case closure within the corrective action period the Department shall seek recovery for costs incurred and a proportionate share of any federal penalty imposed. The Department shall withhold this amount from incentive payments due the Contractor and from Federal Financial Participation (FFP) payments if the incentive payments are inadequate.

8.20.4 An annual Data Reliability Audit (DRA) may be conducted by the Office of Child Support Enforcement (OCSE), using a statistically valid sample of the statewide caseload to determine if ATLAS was properly updated and appropriate credit was or was not given on the annual OCSE-157 Child Support Enforcement Annual Data Report. If the Contractor fails to achieve a ninety five percent (95%) performance level on the cases reviewed in the DRA, the Department shall issue a letter delineating deficiencies found during the data reliability audit. The Contractor shall submit a corrective action plan. The corrective action plan shall describe how the Contractor shall achieve the 95% performance standard in each performance category

before the next DRA. If the Contractor fails to submit a corrective action plan, the Department shall withhold payment in an amount equal to ten percent (10%) of the monthly payment until the plan is submitted. Upon approval of the plan, the monthly payment(s) withheld will be returned to the Contractor.

8.20.5 The Department shall, within 30 days of receipt of the corrective action plan, approve or disapprove the plan. If the Contractor fails to achieve a 95% performance level in any of the categories during the next DRA, the Department shall seek recovery for costs incurred and a proportionate share of any federal penalty imposed. The Department shall withhold the penalty from incentive payments due the Contractor and from FFP payments if the incentive payments are inadequate.

8.20.6 An annual review of the Federal Performance Measures for the cases in the Contractor's jurisdiction that contribute to the data reported on the Arizona OCSE-157 Child Support Enforcement Annual Data Report will be conducted. There are three performance measures for which the Contractor shall achieve certain levels of performance to avoid being penalized for poor performance. The penalty performance measures and levels are set forth in 45 C.F.R. 305.40 for paternity establishment, support order establishment and current collections. The proportionate share shall be based on caseload. The Department shall issue a letter delineating deficiencies found during the annual review. The Contractor shall submit a corrective action plan within 30 days. The corrective action plan shall describe how the Contractor shall achieve the required increase over the previous year's measure(s). The Department shall withhold payment in an amount equal to ten percent (10%) of the monthly payment until the plan is submitted. Upon approval of the plan, the monthly payment(s) withheld will be returned to the Contractor.

8.20.7 The Department shall, within 30 days of receipt of the corrective action plan, approve or disapprove the plan. If the Contractor fails to achieve the required performance level increase in any of the categories during the next review, the Department shall seek recovery for costs incurred and a proportionate share of any federal penalty imposed. The Department shall withhold the penalty from payments due the Contractor and from FFP payments if the incentive payments are inadequate.

8.20.8 The Arizona Director of the Title IV-D program may waive recovery of costs incurred or any proportionate share penalty.

8.21 CUSTOMER SERVICE

8.21.1 The County Attorney commits to delivering quality, efficient child support enforcement services to the public. The County Attorney and its representatives shall be respectful, courteous, professional and knowledgeable as to services provided. The County Attorney shall maintain a quality work environment for all employees.

8.21.2 The County Attorney commits to providing customer service and access during normal business hours, which includes answering telephone calls, serving walk-in customers and returning telephone messages within 8 business hours. The County Attorneys commit to answering any and all customer service inquiries directed to their office on their county caseload. These inquiries include, but are not limited to, questions regarding payments and distribution, debt balances and or adjustments, the accuracy of debts, tax intercept, administrative review and other issues, including automated actions, on the cases.

8.21.3 **Debt Management.** For cases with existing court orders, the County Attorney shall establish an accurate, certifiable arrearage amount, including interest, pursuant to Department policy and procedures based on those court orders, any affidavits of direct pay and payment histories, unless there has been a judicial determination of arrearages for the relevant period of time. The County Attorney shall be responsible for correcting incorrect debts on ATLAS as mistakes are discovered. The physical case file shall contain an arrears calculation to support each debt loaded onto ATLAS, except for those determined by a court. The Department shall provide the County Attorney with the Department's Supervisory Debt Review Checklist. The County

Attorney shall review five (5) cases per debt worker per month using the Supervisory Debt Review Checklist.

8.21.4 **Debt Audits.** The County Attorney shall respond timely to annual debt audit requests for case files, debt review feedback and corrective action plans. The County Attorney shall be responsible for correcting identified deficiencies and implementing any required corrective action plans within a reasonable agreed-upon period of time.

8.21.5 **Payor Receipts**. When a payor pays in cash at the County Attorney office, County Attorney staff shall issue the payor a receipt, including the payor's name, ATLAS number, amount of the payment and the signature of the staff member who accepted the payment. County Attorney staff shall then ask the payor not to make cash payments in the future, but rather to mail a check to the Clearinghouse. When a payor pays at the County Attorney's office with a check, County Attorney staff shall provide him/her with an envelope and address of the Clearinghouse and ask him/her to mail it to the Clearinghouse.

8.21.6 **Administrative Review Requests by Obligees Contesting Distribution of Support**. The County Attorney shall notify the Department within twenty-four (24) hours of receiving a written request for administrative review by an obligee contesting distribution pursuant to A.R.S. §46-408 and 25-522. A copy of the written request for administrative review shall be forwarded to the Department within two (2) business days. The Department shall handle all such requests statewide. The County Attorney shall cooperate with the Department and with the Attorney General's Child Support Section by promptly providing necessary information and/or forwarding the case file by express mail to the appropriate person upon request. Should the County Attorney fail to cooperate and such non-cooperation results in a monetary loss to the Department, the Department shall reduce the incentives due the County Attorney in an amount equal to the loss suffered by the Department.

8.21.7 When a County Attorney is contacted by the Department, the County Attorney commits to contacting the Department within 24 hours and to research the issue(s) pursuant to mutually agreed upon timeframes.

8.22 REIMBURSEMENT REQUIREMENTS:

8.22.1 The County Attorney shall submit an annual summary operating budget based on federal fiscal year to ADES prior to September 30th of any year this agreement is in effect which reflects the projected County Attorney expenditures for child support enforcement activities.

8.22.2 If the County Attorney intends to claim reimbursement for indirect costs as part of its annual summary operating budget, it shall provide ADES with a copy of its cost allocation plan annually. The plan shall comply with the standards contained in OMB Circular A-87 and subject to written approval from the ADES. The approval shall be provided prior to the date of any period for which reimbursement is requested.

8.22.3 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 C.F.R. 74.1, et seq. and 45 C.F.R. 304.

8.22.4 When the Federal Office of Child Support Enforcement conducts a financial audit and disallows County Attorney expenses already reimbursed by ADES, the County Attorney shall be liable for an amount equal to any disallowance as to its expenses.

8.23 THE ADES WILL:

8.23.1 Reimburse the County Attorney for costs incurred in the delivery of Contract Services during the term of this Agreement.

8.23.2 Under this agreement the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655 (a)(2).

8.23.3 **INCENTIVE PAYMENTS:**

8.23.3.1 The Department will pay to the County Attorney, as required by law; a proportionate share of incentives based on collections and cost effectiveness.

8.23.3.2 The ADES will pay the County Attorney an amount equal to the proportionate share of incentives earned based on performance in the five federally established incentive measures for the quarter in which the incentives are earned. The County Attorney's proportionate share shall be based upon the methodology set forth in the ADES current incentive policy, which is incorporated by reference into this agreement. These payments will be made 45 days after the end of the quarter for which they are earned.

8.23.3.3 The ADES will determine incentive payments for each County Attorney based on performance in the five federally established incentive measures.

8.23.3.4 The County Attorney agrees to isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the County Attorneys' Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.

8.24.4 **STATE SHARE OF RETAINED EARNINGS:**

8.24.4.1 ADES will pay the County Attorney its share of Retained Earnings based upon the methodology set forth in the ADES current State Share of Retained Earnings (SSRE) policy.

8.24.4.2 The County Attorney must have budgeted expenditures in **Contractor** appropriated funds for the Title IV-D Program at least equal to the **Contractor** Title IV-D contribution for the latest fiscal year the County Attorney participated in the sharing of SSRE.

8.24.4.3 ADES shall pay the County Attorney within 45 days after the end of the quarter for which it was earned.

8.25 REPORTING REQUIREMENTS

8.25.1 The County Attorney shall provide to ADES the following reports:

8.25.2 County Attorney shall submit to the Department programmatic and financial reports as required by the Department. These will include reports other than those required by federal regulations such as management reports as may be needed for the proper and efficient operation of the Title IV-D program.

8.25.3 County Attorney shall submit a monthly statistics report which contains the number of children for whom paternity has been established and the number of new support orders established no later than the 15th day following each month during the contract term.

8.25.4 County Attorney shall provide no later than the 28th day following each month during the contract term all other programmatic and financial reports to the Department in the form set forth in this Agreement. All reports shall reference the contract number and be submitted to the person designated by the Department in a manner agreed upon by the Department.

8.25.5 No later than the 45th day following the termination of this contract, the County Attorney shall submit to the Department a final program and fiscal report.

8.25.6 Reports shall be sent to:

Arizona Department of Economic Security
Division of Child Support Enforcement
Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

8.25.7 The County Attorney shall submit the Certificate of Insurance as specified in Paragraph 21.2 of this Agreement to:

Arizona Department of Economic Security
Division of Child Support Enforcement
Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067

8.26 PAYMENT REQUIREMENTS

8.26.1 Upon receipt of CS-016-FF, Certified Public Expenditure Statement (CPES) ADES will reimburse the County Attorney for costs incurred in the delivery of Contract Services during the term of this Agreement.

8.26.2 County Attorney shall retain supporting expense documents and make them available for periodic review during the term of this agreement,

8.26.3 CPES and supporting expense documents shall be submitted by the 28th day after the month services were provided.

8.26.4 CPES shall be submitted to:

Arizona Department of Economic Security
Division of Child Support Enforcement
Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

8.26.5 Services provided to ADES will be paid via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at http://www.gao.az.gov/onlineforms/default.asp#Vendor

8.27 NOTICES

8.27.1 All notices to the County Attorney regarding this agreement shall be sent to the following address:

Gila County Attorney, Child Support Division
157 South Broad Street
Globe, AZ 85501

8.27.2 All notices to the ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security
Division of Child Support Enforcement
Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

9.0 APPLICABLE LAW

9.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

9.2 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.

10.0 ARBITRATION

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

11.0 AUDIT

11.1 In accordance with A.R.S. §35-214, the County Attorney 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, the County Attorney shall produce the original of any or all such records.

12.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR

12.1 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:

12.1.1 Reduce payments or units authorized;

12.1.2 Accept a decrease in price offered by the contractor;

12.1.3 Cancel the Agreement;

12.1.4 Cancel the Agreement and re-write the requirements.

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

13.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

13.1 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

13.2 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.

14.0 CANCELLATION FOR CONFLICT OF INTEREST

14.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the Contractor, an employee of the Contractor, or a subcontractor to the Contractor is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The Contractor shall immediately notify the Department of the conflict of interest, and ensure that the staff member or subcontractor will have no involvement in the case.

15.0 CONFIDENTIALITY

15.1 County Attorney shall adhere to standards of confidentiality of record maintenance in accordance with the law and DCSE policy. The Contractor agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The Contractor shall provide safeguards to restrict the use or disclosure of any information concerning any individual who is party to a case. The Contractor understands that revealing any information concerning the NCP or CP, one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.

15.2 The safeguards provided shall also prohibit disclosure of any information which identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The Contractor agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.

15.3 The Contractor shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the contract, shall be used or disclosed by the Contractor or by the Contractor's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the Department. The Contractor also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the Contractor for the performance of duties under the contract, unless otherwise agreed to in writing by the Department.

15.4 The Contractor agrees not to use or permit the use of the names and/or addresses of individuals referred from the Department for any commercial purpose.

16.0 CONFLICT OF INTEREST

16.1 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.

17.0 DATA SHARING AGREEMENT

17.1 When determined by the Department that sharing of confidential data will occur with the County Attorney, the County Attorney 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 County Attorney and each ADES Program sharing confidential data.

18.0 E-VERIFY

18.1 In accordance with A.R.S. §41-4401, County Attorney 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.

19.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

19.1 By entering into the Agreement, the County Attorney 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 County Attorney 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 County Attorney and its subcontractors shall also maintain Employment Eligibility Verification forms (I-0) 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.

19.2 The State may request verification of compliance for any County Attorney or subcontractor performing work under the Agreement. Should the State suspect or find that the County Attorney 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 County Attorney. All costs necessary to verify compliance are the responsibility of the Contractor.

20.0 INDEMNIFICATION

20.1 Indemnification for Contractor:

20.1.1 Each Party is responsible for its own negligence.

20.2 Indemnification for Subcontractor

20.2.1 In addition, County Attorney 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 County Attorney'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.

21.0 INSURANCE REQUIREMENTS

21.1 **INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA**

21.1.1 None.

21.2 **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 County Attorney, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **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 County Attorney".**

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

      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.

   2. **Automobile Liability**

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

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 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 County Attorney, involving automobiles owned, leased, hired or borrowed by the County Attorney".**

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

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the County Attorney with their own list of persons to be insured.)

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 County Attorney.

   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.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
   1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to thefull limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
   2. The County Attorney's insurance coverage shall be primary insurance with respect to all other available sources.
   3. Coverage provided by the County Attorney shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement 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 **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

4. **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 County Attorney from potential insurer insolvency.

5. **Verification of Coverage:** County Attorney shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 **unless the Reporting Requirements specifies otherwise**. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance**. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **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.
7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
8. **Exceptions:** In the event the County Attorney 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.

22.0 IT 508 COMPLIANCE

22.1 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.

23.0 NON-AVAILABILITY OF FUNDS

23.1 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.

24.0 NON-DISCRIMINATION

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

25.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

25.1 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

26.0 RIGHT OF OFFSET

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

27.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

27.1 The Contractor agrees to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR § 303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

27.2 **PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be done under the supervision of the contractor or the contractor's employees.

Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

27.3 **CRIMINAL/CIVIL SANCTIONS:**

Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

27.4 **INSPECTION**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

28.0 SCRUTINIZED BUSINESS

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

29.0 THIRD- PARTY ANTITRUST VIOLATIONS

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

30.0 ATTACHMENTS

30.1 ATTACHMENT A- Certification Regarding Lobbying

30.2 ATTACHMENT B- Certification Regarding Maintenance of Effort

30.3 ATTACHMENT C- Sub-recipient Fact Sheet

Attachment A

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL TITLE

APPLICANT ORGANIZATION DATE SUBMITTED

Attachment B

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

_____ , will be in addition to, and not in
(Applicant Organization)

substitution for, comparable activities previously carried on without Federal assistance.

_____
Signature of Authorized Certifying Official

_____
Title

_____
Date

SUBRECIPIENT

FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient

Gila County Board of Supervisors, Office of the County Attorney ("Contractor").
(From the Contract)

Contract # DE111165001

Federal Employer Taxpayer ID # 866000444

- Federal Grantor's Name Department of Health and Human Services
- CFDA Title and Number 93.563
- Award Name and Number Arizona Department of Economic Security
- Award Period October 1, 2010 through September 30, 2015
- Pass-through Number Assigned by the Department G1104AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.

Regular Agenda Item Item #: 4- N

Regular BOS Meeting

Date: 11/16/2010

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

Department: Clerk of the Board of Supervisors

Presenter's Name: Marian Sheppard

Information

Request/Subject

A sealed bid submitted for the purchase of Assessor's tax parcel number 206-09-123

Background Information

On July 8, 2003, the Board of Supervisors adopted Resolution No. 03-06-07, which established a policy regarding sales of real property tax deeded to the State of Arizona. Any parcels of land not sold at the Supervisors' annual tax sale for the year in which the property was deeded to the State of Arizona is added to the County's "Back Tax Land List." This list of available properties is advertised on the County's website for purchase through the County's sealed bid process. Anyone may submit a sealed bid to the Clerk of the Board of Supervisors Department. The parcel information will be reviewed by the Chief Deputy Clerk, Assessor and Treasurer and ultimately placed on a Board of Supervisors' meeting agenda at which time the sealed bid envelope will be opened during a public meeting. The Board will then accept or deny the bid. If the bid is accepted, the successful bidder must submit payment to the Clerk of the Board of Supervisors Department within 48 hours of being notified of the winning bid. A quit claim deed will then be issued to the successful bidder transferring ownership of the property.

Evaluation

It is in the County's best interest to make every attempt to sell these parcels of land which have been deeded to the State of Arizona in order to get the parcels back on the County tax rolls and to relieve the County of the administrative oversight for each parcel of land.

The total lien amount owed on this particular parcel of land located in Claypool is $314.95 and it appears to be located on an unusable vacant hillside.

Conclusion

It is in the County's best interest for the Board of Supervisors to review this sealed bid for the purchase of Assessor's tax parcel number 206-09-123.

Recommendation

The County Treasurer and Assessor have no objection to selling this parcel of land; therefore, it is recommended that the Board of Supervisors consider the offer for the purchase of this property.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-09-123. **(Marian Sheppard)**

Attachments

Link: Tax Parcel 206-09-123 Sealed Bid Information

TREASURER'S DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 1 st day of May , 1996, notice according to law was published in the The Arizona Silver Belt, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 30 th day of August, 1996, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said THE STATE OF ARIZONA, the following described premises situated in the County of Gila, State of Arizona, to-wit:

206-09-123 : FOR LEGAL DESCRIPTION SEE TITLE COMPANY PRELIMINARY TITLE REPORT NO.MR-3546 DATED April 26, 1996

IN WITNESS WHEREOF, I, PRISCILLA M.L. KNUCKEY, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 13 TH day of NOVEMBER, 19 96.

Priscilla M.L. Knuckey
Treasurer of Gila County

TREASURER COUNTY GILA COUNTY, ARIZONA SEAL

STATE OF ARIZONA
ss } ss
County of Gila

This instrument was acknowledged before me this 13 TH day of NOVEMBER 1996, by PRISCILLA M.L. KNUCKEY as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.

Martha H. Gonzales
Notary Public

OFFICIAL SEAL
MARTHA H. GONZALES
Notary Public - State of Arizona
GILA COUNTY
My Comm. Expires Feb. 1, 1999

My Commission Expires: FEBRUARY 01, 1999

CAPIOS Form 1020

			OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, ARIZONA, RECORDED IN MAP NO. 39.	
206-09-070A		UNKNOWN OWNER	COBRE VALLEY TOWNSHIP, NORTHWEST NORTHEAST SECTION 29, 1 NORTH, 15 EAST, PART OF LOT 3, BLOCK 8, BEGINNING AT THE NORTHWEAST CORNER OF LOT 3, WEST ALONG NORTH LINE OF SAID LOT 3, 20 MINUTES 5 SECONDS PARALLEL TO EAST END LINE AT A POINT 19 MINUTES SOUTH OF THE NORTHEAST CORNER, NORTH 19 MINUTES TO POINT OF BEGINNING (DOCKET 563, PAGE 347)	$71.35
206-09-123	96	CASTANEDA, JOE M	LOT 20, BLOCK 12 OF COBRE VALLE TOWNSITE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, ARIZONA, RECORDED IN MAP NO. 56, EXCEPT THE NORTHERLY 88 FEET, AND EXCEPT THE EAST 11 FEET.	$314.95
206-10-068-B-2	07	MCCAN, BERNARD E. & RUBY	LOT 2, BLOCK 13, EAST MIAMI TOWNSITE, ACCORDING TO MAP NO. 49, RECORDS OF GILA COUNTY, ARIZONA (LOCATED ON THE SIDE OF A HILL IN MIAMI.)	$632.82
206-11-069	98	PULIDO, ANTONIO M. & BETTY S.	THE WEST ONE-HALF (1/2) OF LOT 4100, MILLVUE ADDITION TO THE ORIGINAL TOWNSITE OF MIAMI, GILA COUNTY, ARIZONA, ACCORDING TO THE MAP AND PLAT THEREOF ON RECORD IN THE OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, ARIZONA	$318.69
206-12-172 8		ERB, EDWARD F.	THE SURFACE AND GROUND TO A DEPTH OF 500 FEET IMMEDIATELY BENEATH THE SURFACE OF LOT 3047, BLOCK 326, BUENA VISTA TERRACE OF THE TOWN OF MIAMI, ACCORDING TO MAP NO. 44, RECORDS OF GILA COUNTY, ARIZONA. (DOCKET 837 - PAGE 440)	$308.87
206-18-059-2	05	THOMAS W. MORGAN	RED SPRINGS ADD W2 LOT 626 BLOCK 37 (BETWEEN BROOKS AVENUE AND NASH AVENUE, RED SPRINGS ADDITION. LOCATED IN MIAMI TOWN LIMITS.)	$862.79
206-18-063-3	03	PEZICH, JACK	RED SPRINGS ADD LOT 634 BLOCK 37 (A HILLSIDE OFF BROOKS AVENUE IN MIAMI)	$368.23
206-19-036 8		OLIVER, NORMAN	MIAMI TOWNSITE, EAST 5 FEET ON ALLEY BY 15 FEET;	$121.07

14:06 TREASURER'S PROPERTY TAX SYSTEM 04/11/96

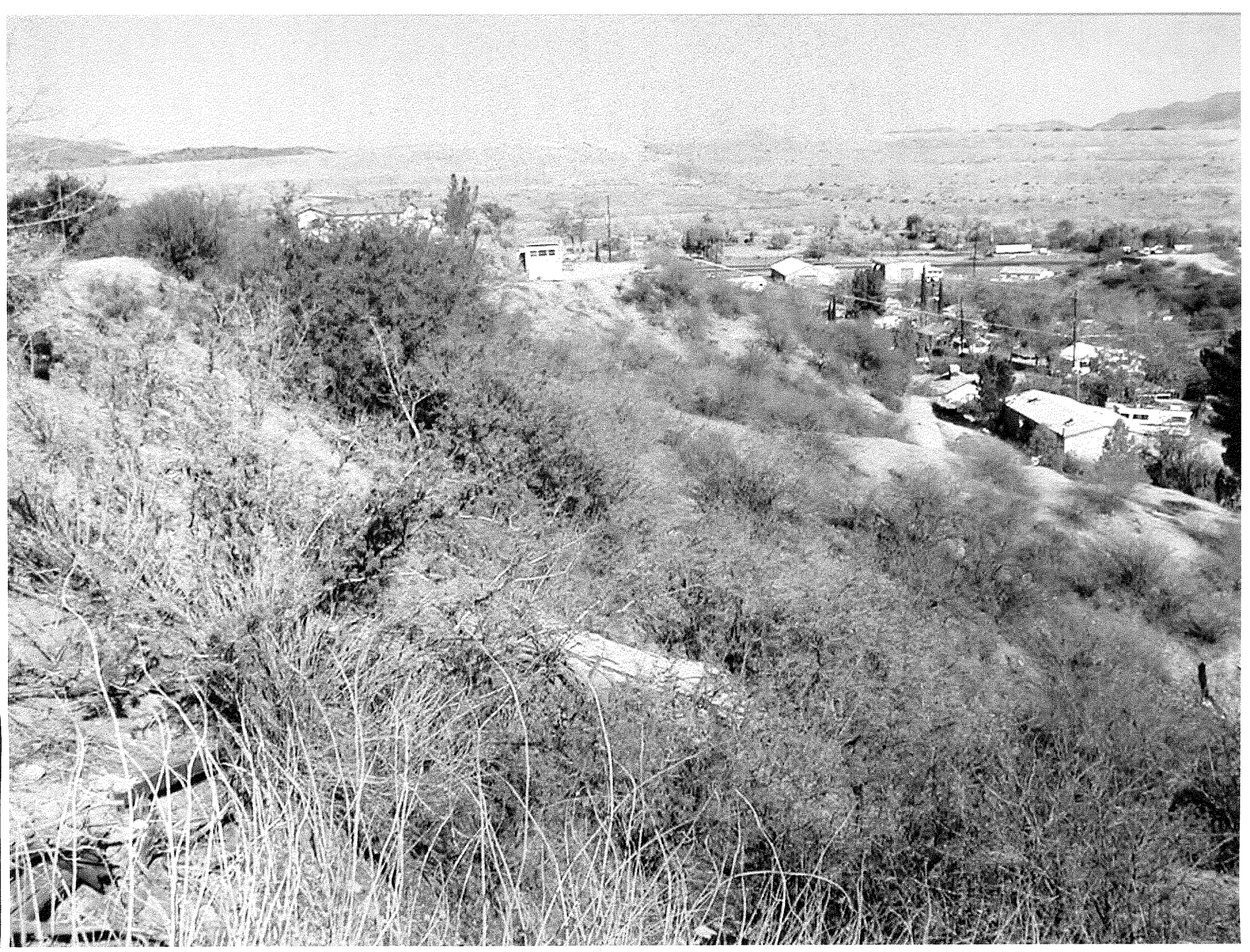
DISPLAY PROPERTY HISTORY

PROPERTY-ID 206-09-123- -8 INT CALC DATE: 08/30/96 TAX AREA CODE: 4084

OWNER: CASTANEDA JOE M AND

ROLL NO.	TAX AMT	INT. AMT	FEES AMT	ACTIVITY	DATE	CD	REFERENCE
88-00005844	.00	.00	.00	AMT DUE =			.00
	~~1.96~~	~~.03~~	~~.00~~	PAYMNT	12/14/88	0	
89-00005926	2.04	2.15	16.00	AMT DUE =			20.19
				CERT	02/22/91		91-020378
90-00006019	1.86	1.66	16.00	AMT DUE =			19.52
				CERT	02/21/92		92-021168
91-00006048	2.00	1.47	16.00	AMT DUE =			19.47
				CERT	02/12/93		93-022172
92-00006091	2.00	1.15	15.00	AMT DUE =			18.15
				CERT	02/11/94		94-022983
93-00006117	1.96	.81	15.00	AMT DUE =			17.77
				CERT	02/10/95		95-023707
94-00006236	1.96	.57	15.00	AMT DUE =			17.53
				CERT	02/05/96		96-024256
95-00006361	2.02	.30	.00	AMT DUE =			2.32
							114.95
	13.84	8.11	93.00				FEE 200.00
							GRAND TOTAL $314.95

I=1ST, II=END, III=MORE, IV=PRINT, A=OWNER ADD, L=LEGAL, C=CP DATA, SP=SP+#



Regular Agenda Item Item #: 4- O

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Barbara Valencia, WIB Program Manager	Submitted By:	Marian Sheppard, Clerk of the Board of Supervisors
Department:	Health & Community Services Division		
Presenter's Name:	Barbara Valencia		

Information

Request/Subject

Approval of the Gila County members serving on the Gila/Pinal Workforce Investment Board to be submitted for recertification to the Governor's Council on Workforce Policy.

Background Information

Under the Workforce Investment Act of 1998 (Section 117) it is a requirement that Local Workforce Investment Boards (LWIBs) be recertified every two years by the Governor of each state in accordance with criteria established in the Act and with state policy.

Evaluation

The Gila/Pinal Workforce Investment Board approves membership and recertification and then membership is forwarded to the chief elected officials within their respective jurisdictions for approval.

Conclusion

The Gila/Pinal Workforce Investment Board approved membership and recertification at its October 1, 2010, meeting. Recertification of the Gila/Pinal Workforce Investment Board is then forwarded to the Gila County Board of Supervisors for approval and then forwarded to the Governor's Council on Workforce Policy for final approval.

Membership list is attached.

Recommendation

Recommendation to approve Gila County members on the Gila/Pinal Workforce Investment Board to be submitted for recertification to the Governor's Council on Workforce Policy for final approval.

Suggested Motion

Information/Discussion/Action to approve Gila County members serving on the Gila/Pinal Workforce Investment Board to be submitted for recertification to the Governor's Council on Workforce Policy. **(Barbara Valencia)**

Attachments

Link: Gila/Pinal WIB Membership Appointments for Gila County

GILA/PINAL WORKFORCE INVESTMENT BOARD MEMBERSHIP

Under the Workforce Investment Act of 1998 (Section 117) it is a requirement that Local Workforce Investment Boards (LWIBs) be recertified every two years by the Governor of each state in accordance with criteria established in the Act and with state policy. The Gila/Pinal Workforce Investment Board are appointed and certified by the chief elected officials within their respective jurisdictions.

The Gila/Pinal Workforce Investment Board approved membership and recertification at the October 1, 2010 meeting. Recertification of the GPWIB is then forwarded to Gila County Board of Supervisors for approval and then submitted to the Governor's Council on Workforce Policy for final approval.

Re-certification to the Gila/Pinal Workforce Investment Board for Gila County is listed below.

NAME	COMPANY/AGENCY	PRIVATE SECTOR/ONE-STOP PARTNER
Billie Lavin	Arizona Public Service	Private Sector
Ed Carpenter	Southern Gila County Economic Development Corp	Private Sector
Cindy Fletcher	Kino Floors & Interiors	Private Sector
Cliff Potts	Prudential Arizona Properties	Private Sector
Jeri Byrne	Eastern Arizona Health Education Center	Private Sector
Marian Sheppard	Gila County	WIA Adult and Youth
Maxine Brown	CAAG	Community-Based/Economic Dev.
Diana Russell	REPAC – Gila County	Dislocated Worker Program
Charlie Estrada	Steelworkers, USWA #915	Labor Organization
Manuel Armenta	Steelworkers, USWA #915	Labor Organization
Jan Engan	Pinal-Gila Council for Senior Citizens	Senior Community Service Employment
Bernadette Kniffin	San Carlos Apache Tribe – TANF Gila Community College	Native American Programs/Educational
Jim Sorensen	ADES/Employment Service	Employment Services/Veterans/UI/MFSW
Brad McCormick	Fred G. Acosta Job Corps	Job Corps

Consent Agenda Item Item #: 5- A

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Steve Stratton, Public Works Division Director
Submitted By:	Diana Jones, Public Works Division
Department:	Public Works Division
Presenter's Name:	Steve Stratton

Information

Request/Subject

Resource Advisory Committee (RAC) Grant Agreement Award from the United States Department of Agriculture (USDA) Forest Service. Made under the authority of Title II of the Secure Rural Schools and Community Self-determination Act of 2000.

Background Information

The Board approved the submission of a grant application on March 23, 2010. Gila County was awarded a grant from the United States Department of Agriculture, Forest Service in the amount of $631,118 of which $30,053 or 5% is for Forest Service administration and the remaining $601,065 is for maintenance/paving of Forest Development Road 512. This is a reimbursable grant with no County match required. At the October 5, 2010, Board of Supervisors' meeting, the Board approved the submission of additional forms required by the USDA Forest Service for this grant application.

Evaluation

The award agreement includes all the necessary information for Gila County to be able to recieve reimbursement of funds for the Forest Development Road (FDR) 512 maintenance/paving. The funds in the amount of $601,065. are currently available for performance of this instrument throught December 30, 2010. There is no County cash-match requirement in order to required under this agreement.

Conclusion

The USDA Forest Service requires signatures on this agreement for the completion of the grant award. The County will also use funds awarded from Public Lands Highways Discretionary (PLHD) to provide sufficent funds to complete this project.

This award agreement is executed as of the date of the last signature and is effective through December 30, 2010, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

Recommendation

The Public Works Division recommends the Board sign the award agreement in the amount of $601,065.00.

Suggested Motion

Authorization of the Chairman's signature on Federal Financial Assistance Award of Domestic Grant 11-DG-11030121-005 between Gila County Public Works Division and the USDA, Forest Service, Apache-Sitgreaves National Forest in the amount of $601,065 to pave the FDR 512, Young Road.

Attachments

Link: Agreement

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 11-DG-11030121-005
Between The
GILA COUNTY PUBLIC WORKS DIVISION
And The
USDA, FOREST SERVICE
APACHE-SITGREAVES NATIONAL FOREST

Project Title: FDR 512 Young Road Maintenance Project

Upon execution of this document, an award to Gila County Public Works Division, hereinafter referred to as "Gila County," in the amount of $601,065.00, is made under the authority of Title II of the Secure Rural Schools and Community Self-determination Act of 2000, Public Law 106-393, 16 U.S.C. 500 as reauthroized and amended by the Emergency Economic Stabilization Act of 2008, Energy Improvement and Extension Act of 2008, and Tax Extenders and Alternative Minimum Tax Relief Act of 2008, Section 601 (a) in division C of Public Law 110-34.

Gila County accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated March 2, 2010, and the attached U.S. Forest Service provisions, 'U.S. Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

In 2008 Gila County received $674,080.00 from the Public Lands Highways Discretionary (PLHD) Awards to pave the FDR 512, Young Road. It is Gila County's intention to match grant funds from the Schools and Roads Program with PLHD funds. Gila County will be responsible for any and all cost overruns on this maintenance project.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) Circulars A-102, Grants and Cooperative Agreements with State and Local Governments, as implemented by USDA regulations 7 CFR 3016, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 7 CFR 3015, OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments;, and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. All Federal and Recipient matching/cost-share contributions are subject to all relevant OMB Circulars.

The OMB Circulars are available on the internet at http://www.whitehouse.gov/omb/grants_default/. Electronic copies of the CFRs can be obtained at the following internet site: http://www.gpoaccess.gov/cfr/index.html. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 928.527.3561.

Effective October 1, 2010, recipients are required to report information on subaward and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as "the Transparency Act." See the award terms in Attachment B: 2 CFR Part 170.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. Gila County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steve Sanders Deputy Director Gila County Public Works 1400 East Ash Street Globe, AZ 85501-1483 Phone: 928.812.0336 FAX: 928.425.8104 Email: ssanders@co.gila.az.us	Diana Jones Grant Coordinator Gila County Public Works 1400 East Ash Street Globe, AZ 85501-1483 Phone: 928.402.8516 FAX: 928.425.8104 Email: djones@co.gila.aqz.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Julia Faith Rivera RAC Program Manager Apache-Sitgreaves National Forests PO Box 640 30 E. Chiricahua Springerville, AZ 85938-0640 Phone: 928.333.6336 FAX: 928.333.5966 Email: jfrivera@fs.fed.us	Elizabeth Vensel Grants and Agreements Specialist Coconino National Forest 1824 South Thompson Street Flagstaff, AZ 86001-2693 Phone: 928.527.3561 FAX: 928.527.3620 Email: evensel@fs.fed.us

C. AVAILABILITY OF FUNDS. U.S. Forest Service funds in the amount of **$601,065.00** are currently available for performance of this instrument through **December 30, 2010**. The U.S. Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this instrument beyond **December 30, 2010** until funds are made available to the U.S. Forest Service for performance and until Gila County receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

D. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. See provision I in the attachment, 'U.S. Forest Service Award Provisions.'

E. PRE-AWARD COSTS FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS Pursuant to OMB Circular A-87, Attachment B, No. 31, **pre-award costs incurred as of September 15, 2010**, are hereby authorized under this instrument.

F. PROGRAMMATIC CHANGES. Gila County shall obtain prior approval for any change to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

G. MODIFICATIONS. Modifications within the scope of this award shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

H. COMMENCEMENT/EXPIRATION DATE. This award is executed as of the date of the last signature and is effective through **December 30, 2010** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof, the parties hereto have executed this award as of the last date written below.

_____

MICHAEL A. PASTOR, Chairman
Gila County Board of Supervisors

Date: _____

ATTEST:

_____

JOHN NELSON, Clerk of the Board

Approved as to form:

_____

BRYAN CHAMBERS, Chief Deputy County Attorney

_____

CHRIS KNOPP, Forest Supervisor
US Forest Service, Apache-Sitgreaves National Forest

Date: _____

The authority and format of this instrument have been reviewed and approved for signature.

10/27/10

ELIZABETH A. VENSEL
U.S. Forest Service
Grants & Agreements Specialist

Date

ATTACHMENT A: U.S. FOREST SERVICE AWARD PROVISIONS

A. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this award.

B. NOTICES. Any notice given by the U.S. Forest Service or Gila County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the grant.

To Gila County, at Gila County's address shown in the grant or such other address designated within the grant.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

D. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

a. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procure a commercial sex act during the period of time that the award is in effect; or

(3) Use forced labor in the performance of the award or subawards under the award.

b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),'' as implemented by our agency at 7 CFR 3017.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

   a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

      (1) Associated with performance under this award; or

      (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our agency at 7 CFR 3017.

3. Provisions applicable to any recipient.

   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.

   c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

a. ''Employee'' means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. ''Private entity'':

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

E. DRUG-FREE WORKPLACE.

1. Gila County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must

a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

b. Specify the actions Gila County will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any instrument, he or she

(1) Must abide by the terms of the statement, and

(2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

2. Gila County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

a. The dangers of drug abuse in the workplace;

b. Your policy of maintaining a drug-free workplace;

c. Any available drug counseling, rehabilitation and employee assistance programs; and

d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the U.S. Forest Service's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this instrument, whichever occurs first.

4. Gila County agree(s) to immediately notify the U.S. Forest Service if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the agreement number of each instrument on which the employee worked. The notification must be sent to the U.S. Forest Service within ten calendar days after Gila County learn(s) of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, Gila County must either

a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

F. ELIGIBLE WORKERS. Gila County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Gila County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

G. FINANCIAL STATUS REPORTING. A Federal Financial Report, form SF-425 (and Federal Financial Report Attachment SF-425A, if required for reporting multiple grants), must be submitted quarterly. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the instrument. These forms may be found at www.whitehouse.gov/omb/grants_forms.

H. REPORT OF FEDERAL CASH TRANSACTIONS. Using SF-425, Federal Financial Report, Gila County shall submit a report of federal cash transaction within 15 calendar days following the end of each quarter, unless otherwise agreed upon in writing. A final financial status report is required within 90 days from the expiration date of this instrument.

I. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form (SF) 271, Request for Reimbursement Construction, and shall be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the U.S. Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and U.S. Forest Service regulations. Advance payments shall not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If Gila County receive(s) an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award shall be returned to the U.S. Forest Service.

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Julia Faith Rivera, RAC Program Mgr
Apache-Sitgreaves National Forest
PO Box 640
Springerville, AZ 85938-0640

J. AWARD CLOSEOUT. Gila County shall close out the grant within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to Gila County shall be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the award shall be submitted to the U.S. Forest Service by Gila County.

If this award is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

K. PROGRAM PERFORMANCE REPORTS. Gila County shall monitor the performance of the grant activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Gila County shall submit quarterly performance reports. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with Gila County's final payment request, or separately, but not later than 90 days from the expiration date of the grant.

L. NOTIFICATION. Gila County shall immediately notify the U.S. Forest Service of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

M. CHANGES IN KEY POSITIONS AND PERSONNEL. Any revision to key positions and personnel identified in the application for this award require prior, written approval from the U.S. Forest Service. All technical positions are considered Key Personnel by the U.S. Forest Service. Failure on the part of Gila County to obtain prior, written approval when required may result in the disallowance of costs.

N. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

O. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Gila County is/are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

> The Apache-Sitgreaves National Forest of the U.S. Forest Service, Department of Agriculture, and the Eastern Arizona Counties, Rural Advisory Committee (RAC), under the Secure Rural Schools and Community Self-determination Act of2000...."
>
> Gila County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Gila County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

P. FUNDING EQUIPMENT. Federal funding under this instrument is not available for reimbursement of Gila County's purchase of Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

Q. TERMINATION BY MUTUAL AGREEMENT. This award may be terminated, in whole or part, as follows:

- When the U.S. Forest Service and Gila County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- By 30 days written notification by Gila County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the award will not accomplish the purposes for which the award

was made, the U.S. Forest Service may terminate the award in its entirety.

Upon termination of an award, Gila County shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Gila County for the United States Federal share of the non-cancelable obligations properly incurred by Gila County up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

R. DISPUTES.

1. Any dispute under this award shall be decided by the U.S. Forest Serive Program Manager. The Program Manager shall furnish Gila County a written copy of the decision.

2. Decisions of the U.S Forest Service Program Managerl shall be final unless, within 30 days of receipt of the decision of the Program Manager, Gila County appeal(s) the decision to the U.S. Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Program Manager.

3. In order to facilitate review on the record by the Director, AQM, Gila County shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

S. DEBARMENT AND SUSPENSION. Gila County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Gila County or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

T. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSIAL IDENTIFIER REQUIREMENTS.

1. *Requirement for Central Contractor Registration (CCR)*
   Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
2. *Requirement for Data Universal Numbering System (DUNS) Numbers*
   If you are authorized to make subawards under this award, you:

a. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
b. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

3. *Definitions*

For purposes of this award term:

a. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at *http://www.ccr.gov*).
b. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at *http://fedgov.dnb.com/webform*).
c. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
    i. A Governmental organization, which is a State, local government, or Indian Tribe;
    ii. A foreign public entity;
    iii. A domestic or foreign nonprofit organization;
    iv. A domestic or foreign for-profit organization; and
    v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*
    i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. ll.210 of the attachment to OMB Circular A–133, ''Audits of States, Local Governments, and Non-Profit Organizations'').
    iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:
    a. Receives a subaward from you under this award; and
    b. Is accountable to you for the use of the Federal funds provided by the subaward.

[END OF PROVISION]

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
   i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
   i. the total Federal funding authorized to date under this award is $25,000 or more;
   ii. in the preceding fiscal year, you received—
      (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at *http://www.ccr.gov.*
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
   i. in the subrecipient's preceding fiscal year, the subrecipient received—
      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization;
   iv. A domestic or foreign for-profit organization;
   v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ll .210 of the attachment to OMB Circular A–133, ''Audits of States, Local Governments, and Non-Profit Organizations'').
iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
   i. *Salary and bonus.*
   ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
   v. *Above-market earnings on deferred compensation which is not tax-qualified.* vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

END OF ATTACHMENTB: 2 CFR PART 170

Consent Agenda Item Item #: 5- B

Regular BOS Meeting

Date: 11/16/2010

Submitted For: Matthew Bolinger, Epidemiologist/Emergency Mgt & Health Preparedness Div Dir

Submitted By: Vicki DeAnda, Emergency Management

Department: Emergency Management Division: Emergency Services

Fiscal Year: 2010-2011 Budgeted?: No

Contract Dates - Begin & End: 10/1/2010 - 9/30/2011

Grant?: Yes

Matching Requirement?: No Fund?: New

Presenter's Name:

Information

Request/Subject

SubGrantee Agreement No. 777304-01 for FFY2010 Arizona Department of Homeland Security Grant Program Award

Background Information

Gila County Emergency Management has stockpiled emergency equipment ready for use during emergency incidents. Grant funding to support storage of these stockpiles was awarded by the Arizona Department of Homeland Security in the amount of $14,000.00 for the purchase of 2 mobile storage units with supporting generators.

Evaluation

By stockpiling emergency response supplies in communities vulnerable to isolation, Gila County responders and registered volunteers will have the earliest possible access to items such as sandbags, personal protective equipment, all weather gear, and emergency communications and sheltering supplies. Providing generator power will allow for the units to be set up for resource management or emergency assistance centers as determined by event circumstances.

Conclusion

Mobile storage units allow flexibility of location and emergency resource management for field responders and registered volunteers.

Recommendation

Emergency Management respectfully recommends the Gila County Board of Supervisors approve the FFY2010 Homeland Security Grant Program Award - Agreement No. 777304-01.

Suggested Motion

Approval of Homeland Security Grant Program Award SubGrantee Agreement No. 777304-01 between the Gila County Division of Emergency Management and the Arizona Department of Homeland Security in the amount of $14,000 to purchase 2 mobile storage units with supporting generators for the period October 1, 2010, through September 30, 2011.

Attachments

Link: Award Letter No. 777304-01

Link: Subgrantee Agreement No. 777304-01

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 27, 2010

Director Matt Bolinger, M.D.
Gila County Emergency Management
5515 S. Apache Ave.
Suite 400
Globe, AZ 85501

Subject: FFY 2010 Homeland Security Grant Program Award
Grant Agreement Number: **777304-01**
Project Title: **FFY2010 SHSGP**

Dear Director Matt Bolinger, M.D.:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled FFY2010 SHSGP has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for $14,000.00. The grant performance period is **October 1, 2010 through September 30, 2011. Enclosed is a modified workbook that identifies approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original signed Subgrantee Agreements.
2. Workbook administration page (enclosed).
3. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

Hard copies will **not** be mailed to you. **Remember these items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement.**

As a reminder, all radios purchased with Homeland Security funds must be P25 capable and AIRS compliant. If you should have any questions, please do not hesitate to contact your Strategic Planner.

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed and approved prior to any expenditure of funds.

All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training contract.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director
Cc: Analyst Debra Williams

1700 West Washington Street Phoenix, Arizona 85007
Office: (602) 542-7030 Fax: (602) 364-1521 www.azdohs.gov

SUBGRANTEE AGREEMENT

10-AZDOHS-HSGP-777304-01

Enter Grant Agreement Number above (e.g., 777xxx-xx)

Between

The Arizona Department of Homeland Security
And

Gila County Division of Emergency Management

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Gila County Division of Emergency Management

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "FFY2010 SHSGP"

Enter Title of Application

and funded at $ 14,000.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to $ 14,000.00 to the subrecipient for services provided under Paragraph III.

Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with substantially with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training
The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

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

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXVIII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement

on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, 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.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Director Matt Bolinger
Enter Title, First & Last Name above
Gila County Division of Emergency Management
Enter Agency Name above
5515 S. Apache Ave., Ste 400
Enter Street Address
Globe, AZ 85501
Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Gila County Division of Emergency Manag
Enter Agency Name above

Authorized Signature above
Matt Bolinger, Director
Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Consent Agenda Item Item #: 5- C

Regular BOS Meeting

Date: 11/16/2010

Submitted For: Matthew Bolinger, Epidemiologist/Emergency Mgt & Health Preparedness Div Dir

Submitted By: Vicki DeAnda, Emergency Management

Department: Emergency Management Division: Emergency Services

Fiscal Year: 2010-2011 Budgeted?: No

Contract Dates - Begin & End: 10/1/2010 - 9/30/2011

Grant?: Yes

Matching Requirement?: No Fund?: New

Presenter's Name:

Information

Request/Subject

SubGrantee Agreement No. 777304-02 for FFY2010 Arizona Department of Homeland Security Grant Program Award

Background Information

This year's Citizen Corp Program grant will be used to support training and exercises for the Northern and Southern Gila County Community Emergency Response Teams (CERTs).

Evaluation

Both County CERT's are active in volunteer recruitment and training. One of the components of completing training is to exercise skills learned. In order to support these activities Emergency Management will use funds to assist the teams to develop and participate in 2 tabletop and 2 full scale exercises utilizing CERT members, and to provide equipment for those exercises.

Conclusion

The goal of this grant is to assist CERT members to develop skills and knowledge that will promote volunteerism and strengthen community relationships for future response to emergency events.

Recommendation

Emergency Management respectfully recommends the Gila County Board of Supervisors approve the FFY2010 Homeland Security Grant Program Award - No. 777304-02.

Suggested Motion

Approval of a Homeland Security Grant Program Award SubGrantee Agreement No. 777304-02 between the Gila County Division of Emergency Management and the Arizona Department of Homeland Security in the amount of $5,484 to provide training and exercises for the Gila County Community Emergency Response Team members under the Citizen Corp Program for the period October 1, 2010, through September 30, 2011.

Attachments

Link: Award Letter 777304-02

Link: Subgrantee Agreement No. 777304-02

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 27, 2010

Director Matt Bolinger, M.D.
Gila County Emergency Management
5515 S. Apache Ave.
Suite 400
Globe, AZ 85501

Subject: FFY 2010 Homeland Security Grant Program Award
Grant Agreement Number **777304-02**
Project Title: **FFY2010 Citizen Corp Program**

Dear Director Matt Bolinger, M.D.:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled FFY2010 Citizen Corp Program has been funded under the CITIZEN CORPS PROGRAM. for $5,484.00. The grant performance period is **October 1, 2010 through September 30, 2011**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Application administration page (enclosed).
3. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

Hard copies of the subgrantee agreement will **not** be mailed to you. **Remember these items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement**.

As a reminder, all radios purchased with Homeland Security funds must be P25 capable and AIRS compliant. If you should have any questions, please do not hesitate to contact your Strategic Planner.

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed and approved prior to any expenditure of funds.

All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training contract.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia

Gilbert M. Orrantia
Director

1700 West Washington Street Phoenix, Arizona 85007
Office: (602) 542-7030 Fax: (602) 364-1521 www.azdohs.gov

SUBGRANTEE AGREEMENT

10-AZDOHS-HSGP-777304-02

Enter Grant Agreement Number above (e.g., 777xxx-xx)

Between

The Arizona Department of Homeland Security
And

Gila County Division of Emergency Management

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Gila County Division of Emergency Management

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

" FFY2010 Citizen Corp Program "

Enter Title of Application

and funded at $ 5,484.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to $ 5,484.00 to the subrecipient for services provided under Paragraph III.

Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with substantially with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training
The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

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

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXVIII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement

on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, 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.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Director Matt Bolinger
Enter Title, First & Last Name above
Gila County Division of Emergency Management
Enter Agency Name above
5515 S. Apache Ave., Ste 400
Enter Street Address
Globe, AZ 85501
Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Gila County Division of Emergency Manag
Enter Agency Name above

Authorized Signature above
Matt Bolinger, Director
Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Consent Agenda Item Item #: 5- D

Regular BOS Meeting

Date: 11/16/2010

Submitted For: Matthew Bolinger, Epidemiologist/Emergency Mgt & Health Preparedness Div Dir

Submitted By: Vicki DeAnda, Emergency Management

Department: Emergency Management Division: Emergency Services

Fiscal Year: 2009-2010 Budgeted?: No

Contract Dates - Begin & End: 10-1-09 to 12-31-10

Grant?: Yes

Matching Requirement?: No Fund?: Replacement

Presenter's Name:

Information

Request/Subject

Amendment #1 to SubGrantee Agreement No. 09-AZDOHS-CCP-555300-01 for FFY09 Homeland Security Grant Program Award.

Background Information

The Subgrantee Agreement No. 09-AZDOHS-CCP-555300-01 (Gila County Citizen Corp Council Community Preparedness) between the Arizona Department of Homeland Security and the Gila County Division of Emergency Management was originally approved by the Gila County Board of Supervisors on January 12, 2010.

Evaluation

This Homeland Security Grant Award supports Citizen Corp Programs in Gila County, specifically, the Northern and Southern Gila County Community Emergency Response Teams. The Northern Gila County Community Emergeny Response Team is active in recruiting, training, support of community events and emergency activities, such as completing training for a team in Pine-Strawberry, supporting the Payson 4th of July Fireworks event and the recent Thunder Mountain Ride sponsored by the Town of Payson. The Southern Gila County Community Response Team is actively recruiting and training volunteers. Members are building community relationships by participating in community events such as the Gila County Fair.

Conclusion

This amendment provides additional time to fully expend this grant award for the purpose of furthering CERT (Community Emergency Response Team) volunteer recruitment, training and exercise activities.

Recommendation

The Division of Emergency Management recommends the Gila County Board of Supervisors approve this Amendment No. 1 - to SubGrantee Agreement No. 09-AZDOHS-CCP-555300-01 for FFY09 Homeland Security Grant Program Award.

Suggested Motion

Approval of Amendment No. 1 - Subgrantee Agreement No. 09-AZDOHS-CCP- 555300-01 between the Gila County Division of Emergency Management and the Arizona Department of Homeland Security for FFY09 Homeland Security Grant Program Award for the period October 1, 2009 through December 31, 2010.

Attachments

Link: Amendment #1 to Subgrantee Agreement

Link: Original Subgrantee Agreement

RECEIVED OCT 12 2010

SUBGRANTEE AGREEMENT Amendment #1
09-AZDOHS-CCP-555300-01
Between

The Arizona Department of Homeland Security

And

Gila County Division of Emergency Management

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS:

This Agreement shall become effective on October 1, 2009 and shall terminate on September 30, 2010.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2009 and shall terminate on December 31, 2010.

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE

Gila County Division of Emergency Mgmt
Enter the Name of the Subgrantee above

Authorized Signature above

MATTHEW D BOLINGER, DIRECTOR
Print Name & Title above

10/07/10
Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

10/13/10
Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

SUBGRANTEE AGREEMENT

COPY

09-AZDOHS-HSGP- 555300-01
Enter Grant Agreement Number above (e.g., 555xxx-xx)

Between

The Arizona Department of Homeland Security
And

Gila County Division of Emergency Management
Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the
Gila County Division of Emergency Management
Enter the Name of the Subrecipient Agency Above
(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2009 and shall terminate on September 30, 2010.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
" Gila County Citizen Corp Council Community Preparedness "
Enter Title of Workbook
and funded at $ 6460.00 (as may have been modified by the award letter).
Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to $ 6460.00 to the subrecipient for services provided under Paragraph III.
Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore should the project not be completed the subrecipient shall reimburse said funds directly to AZDOHS immediately, or be completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

b) Subrecipients will be monitored periodically by AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

Consultants
Billings for consultants must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and should not exceed the maximum of $450 per day per consultant unless prior written approval is granted by the AZDOHS.

Personnel and Travel Costs
Personnel and travel costs must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time can the subrecipient's policies exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.az

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

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

c) The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph 8(a).

Property Control
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

Allowable Costs
The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided except for the final report which shall be submitted within forty-five (45) days. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. SUBCONTRACTORS

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy, OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide.

The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind either party for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. § 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This project was supported by Federal Grant CFDA 97.067 awarded by the Arizona Department of Homeland Security. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and the Arizona Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

To the extent permitted by law, 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.

XXXIV. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

a) The grantee and subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The recipient acknowledges that GPD and AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient agrees to consult with GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

d) The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) To the extent that recipients of a grant use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

f) The recipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov

AZDOHS shall address all notices relative to this Agreement to:

Director Matt Bolinger, M.D.
Enter Title, First & Last Name above
Gila County Division of Emergency Management
Enter Agency Name above
5515 S. Apache Avenue, Suite 400
Enter Street Address
Globe, AZ 85501
Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Gila County Division of Emergency Manageme

Enter Agency Name above

Authorized Signature above

Matt Bolinger, M.D., Director

Print Name & Title above

Nov 5, 2009

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

11/12/09

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

IN WITNESS WHEREOF, Gila County, through the GILA COUNTY BOARD OF SUPERVISORS AND THE _____
hereby execute this _____ dated this _____ day of year _____.

Shirley L. Dawson 1/12/10
Authorized Signature

SHIRLEY L. DAWSON
Name Typed or Printed

Chairman, Board of Supervisors
Title

APPROVED AS TO FORM:

County Attorney/Deputy County Attorney

Consent Agenda Item Item #: 5- E

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Malissa Buzan, Housing Services Program Manager
Submitted By:	Chris Kell, Health & Community Services Division
Department:	Health & Community Services Division
Division:	Community Services Department

Fiscal Year:	2010/2011	Budgeted?:	Yes
Contract Dates - Begin & End:	08-14-2009 to 06/30/2011		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	Malissa Buzan		

Information

Request/Subject

Amendment No. 2 to Contract No. C051-09-02 with the State of Arizona, Department of Commerce Energy Office for weatherization services.

Background Information

The United States Department of Energy developed the Weatherization Assistance Program in 1976 as the federal government's cost-effective, permanent solution for reducing the heavy burden of utitlies on low-income Americans.

Evaluation

Low-income households in Gila County and throughout the nation spend a large percentage of their income on home energy bills. The Gila County Community Action/Housing Services Department provides services through its Weatherization Assistance Program to eligible clients. This program not only saves energy through advanced technologies, but also saves lives and improves the health and safety of families by identifying carbon monoxide hazards, poor indoor air quality, mold and other health threats.

This amendment will increase the original contract by $27,039. The contract terms allows us to spend a maximum of $6500 per unit weatherized. These additional funds will allow us to weatherize approximately 4 additional dwellings.

Conclusion

Continuing to provide weatherization services is beneficial to the income-eligible citizens of Gila County.

Recommendation

The Gila County Community Action/Housing Services Department recommends the Board's approval of the contract amendment.

Suggested Motion

Approval of Amendment No. 2 to existing Contract No. C051-09-02 between the State of Arizona, Department of Commerce Energy Office and the Gila County Community Action/Housing Services Department to provide additional funding in the amount of $27,039 for the period of July 1, 2010, through June 30, 2011, to continue providing weatherization services to income-eligible residents of Gila County.

Attachments

Link: Amendment No. 2 to Contract No.C051-09-02

AMENDMENT NO. 2 **COMMERCE CONTRACT NO. C051-09-02**

WEATHERIZATION LOW-INCOME ASSISTANCE CONTRACTUAL AGREEMENT

BETWEEN

STATE OF ARIZONA, DEPARTMENT OF COMMERCE
ENERGY OFFICE

and

GILA COUNTY

This **Contractual Agreement** is amended as follows:

1. *Page 1, SPECIAL TERMS AND CONDITIONS, Paragraph **2** is deleted in its entirety and replaced with the following:*

   2. CONTRACT BUDGET
   A. The total DOE budget for this Contract shall not exceed **$139,355.00.**
   B. Contractor agrees that it will use the funds solely for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A.

2. *Page 4, SPECIAL TERMS AND CONDITIONS, Paragraph **6** is deleted in its entirety and replaced with the following:*

   6. AMENDMENTS OR MODIFICATIONS
   A. This Contract 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 contract, unless done in writing and signed by the authorized representative of the respective parties.
   B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:
      1. Change of Address
      2. Change of telephone number
      3. Change in authorized signatory
      4. Change in the name and/or related contact information of the person to whom notices are to be sent.
   C. The following changes may be made within the five categories listed in Exhibit A - Budget:
      1. Without limit, Administration Costs, Training and Technical Assistance, Financial Audit and Liability Insurance funds may be moved to Program Operations as long the Budget Total is not exceeded;
      2. Up to 5% of Program Operations funds may be moved to either Financial Audit and/or Liability Insurance to cover the actual costs for a financial audit and/or liability insurance.

   Any of the aforementioned changes shall be made in consultation with and approved in writing by the Energy Office Weatherization Program Manager. These changes shall not require a formal contract amendment.

3. *Page 8, SPECIAL TERMS AND CONDITIONS, Paragraph **25** is deleted in its entirety and replaced with the following:*

25. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

A. Eligible Population and Certification of Eligibility
Contractor is responsible to follow the current Arizona Department of Economic Security (DES) LIHEAP Financial Eligibility Policy Manual requirements as it pertains to the Weatherization Program. Copies of the Manual will be provided by DES.

B. Income Eligibility
1. Income level is determined by DES for LIHEAP qualification in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.
2. Households including members who have received cash assistance payments under Aid to Families with Dependent Children (AFDC) or Supplemental Security Income (SSI), are automatically eligible for Weatherization assistance.

C. Priority
Priority shall be given to identifying and providing weatherization assistance to the following households:
1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

4. *Page 10, SPECIAL TERMS AND CONDITIONS, Paragraph **30.E** is added:*
All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.

5. *Page 10, the following paragraph shall be added as Paragraph **33** to SPECIAL TERMS AND CONDITIONS:*

33. HISTORIC PRESERVATION:
Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the AZ Dept of Commerce Energy Office and the State Historic Preservation Officer (SHPO) have developed a Statewide Programmatic Agreement (PA). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at: http://www.azcommerce.com/Energy/ Additional information is also available at the Dept of Energy website: http://www1.eere.energy.gov/wip/historic_preservation.html

6. *Page 11, SCOPE OF WORK, Paragraph* **2** *is deleted in its entirety and replaced with the following:*

   2. **SPECIFIC REQUIREMENTS**
   The Contractor shall perform the services under this Contract in accordance with the latest edition of the Program Requirements, attached to the Contract as Exhibit B.

7. *Page 12, SCOPE OF WORK, Paragraph* **3.E.3** *is deleted in its entirety and replaced with the following:*

   Final reports shall be submitted no later than July 26, 2011.

8. *Page 12, SCOPE OF WORK, Paragraph* **5** *is deleted in its entirety and replaced with the following:*

   5. **SERVICE TERRITORY**
   Gila County, excluding Indian Reservations.

9. *Page 12, SCOPE OF WORK, Paragraph* **7** *is deleted in its entirety and replaced with the following:*

   7. **UNDUPLICATED UNIT GOAL**
   Unduplicated unit goal **15**

Any and all portions of the subject Contract, which are not specifically amended hereinabove, shall remain unchanged.

IN WITNESS WHEREFORE, the parties hereto have executed this Amendment.

STATE OF ARIZONA
DEPARTMENT OF COMMERCE

By_____ **Date:**_____
Jerry J. Ewing
Deputy Director

GILA COUNTY

_____ Chairman, Gila County Board of Supervisors
Contractor's Signature **Title**

Michael A. Pastor _____
Contractor's Printed/Typed Name **Date**

The undersigned **Contractor's** legal counsel has determined that the above Contract is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the **Contractor.**

Bryan Chambers/Deputy County Attorney
Printed/Typed Name of Legal Counsel

Date

Signature of Legal Counsel

Exhibit A - Budget	
GILA COUNTY	
DOE Weatherization Program Budget	
Contract Number C051-09-02 AM#2	**DOE COMBINED TWO-YEAR BUDGET**
Contract Term 8-14-2009 to 6-30-2011	
1. Administration Costs	$13,936.00
2. Training and Technical Assistance (T&TA)	$28,072.00
3. Program Operations	$97,347.00
4. Financial Audit	$0.00
5. Liability Insurance	$0.00
Budget Total	**$139,355.00**

AMENDMENT NO. 1 COMMERCE CONTRACT C051-09-02

WEATHERIZATION LOW-INCOME ASSISTANCE CONTRACTUAL AGREEMENT

BETWEEN

STATE OF ARIZONA, DEPARTMENT OF COMMERCE
ENERGY OFFICE

and

GILA COUNTY

This **Contractual Agreement** is amended as follows:

1. *Page 1, SPECIAL TERMS AND CONDITIONS, Paragraph **1** is deleted in its entirety and replaced with the following:*

   TERM OF CONTRACT
   This Contract shall become effective upon signature by both parties and continue through June 30, 2011, unless terminated, cancelled or extended as otherwise provided herein.

2. *Page 10, the following paragraph shall be added as Paragraph **32** to SPECIAL TERMS AND CONDITIONS:*

   32. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS;DOCUMENTATION AND VIOLATIONS
   Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this contract.

Any and all portions of the subject Contract, which are not specifically amended hereinabove, shall remain unchanged.

IN WITNESS WHEREFORE, the parties hereto have executed this Amendment.

STATE OF ARIZONA
DEPARTMENT OF COMMERCE

By _____ Date: 8-24-10
Jerry J. Ewing
Deputy Director

GILA COUNTY

_____
Contractor's Signature

Chairman of the Board of Supervisors
Title

Michael A. Pastor
Contractor's Printed/Typed Name

8/16/10
Date

The undersigned **Contractor's** legal counsel has determined that the above Contract is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the **Contractor.**

Bryan B. Chambers
Printed/Typed Name of Legal Counsel

7 26 2010
Date

_____
Signature of Legal Counsel

WEATHERIZATION LOW-INCOME ASSISTANCE CONTRACTUAL AGREEMENT

BETWEEN

STATE OF ARIZONA, DEPARTMENT OF COMMERCE
ENERGY OFFICE

and

GILA COUNTY

THIS Weatherization Low-Income Assistance Contractual Agreement is made, by and between the **State of Arizona, Department of Commerce, Energy Office**, located at 1700 W. Washington, Suite 220, Phoenix, Arizona 85007, hereinafter referred to as **Commerce**, authorized to contract under A.R.S. §41-1504 B.2, "Powers and Duties" and **Gila County, Office of Community Services**, located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501, hereinafter referred to as **Contractor,** authorized by Board or Council approval, and a Resolution or Ordinance may be attached.

WHEREAS, Commerce desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded through the U. S. Department of Energy Low-Income Weatherization Assistance Program, hereinafter referred to as DOE.

In consideration of the mutual representations and obligations hereunder Commerce and Contractor agree as follows:

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT**
   This Contract shall become effective upon signature by both parties and continue through June 30, 2010, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT BUDGET**
   A. The total DOE budget for this Contract for FY2010, July 1, 2009 to June 30, 2010 shall not exceed **$112,316.00.**

   B. Contractor agrees that it will use the funds solely for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A.

   C. Prior written approval by Commerce must be given for any adjustment to budget line items as outlined in Exhibit A.

   D. Funding for FY2010 must be encumbered no later than June 30, 2010.

3. **REGULATION REQUIREMENTS**
   A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy Code of Federal Regulations (CFR) 10 Part 440, and the Arizona Department of Commerce, Energy Office, in conjunction with the Arizona Department of Economic Security.

   B. The average cost per dwelling unit for materials and program support expenditures shall not exceed $6,500.00 using DOE program funds.

   C. All measures must be determined to be eligible as set forth by the Weatherization Assistance Program.

D. Total expenditures on Health and Safety and Durability measures are subject to budget limitations.

4. 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, its 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 State of Arizona 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, its agents, representatives, employees or subcontractors, and Contractor is 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 coverage.
   - 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 the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of 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.

2. 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, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees 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".

3. Workers' 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.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees 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.
2. The Contractor's insurance coverage shall be primary insurance 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, 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, Evelyn Billings, Program & Project Specialist, Arizona Department of Commerce, Energy Office, 1700 W. Washington, Suite 220, Phoenix, AZ 85007, 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.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) 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 State of Arizona 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 Evelyn Billings, Program & Project Specialist, Arizona Department of Commerce, Energy Office, 1700 W. Washington, Suite 220, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

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.

5. POLLUTION OCCURRENCE INSURANCE

If working with pollutants or any remediation exposures are part of project then Pollution Occurrence Insurance (POI) shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors choose NOT to obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

6. AMENDMENTS

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

7. NON-AVAILABILITY OF FUNDS

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

8. **ARBITRATION**

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

9. **CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

10. **AUDIT OF RECORDS**

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

11. **INDEPENDENT AUDITOR FINANCIAL REPORT**

A copy of the Contractor's Annual Independent Auditor's Report for the term of the contract must be submitted to Commerce when it becomes available.

12. **CLIENT FILE REQUIREMENTS**

A. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this contract. The client file shall be retained by the Contractor for a minimum of five years and be available for inspection by representatives of Commerce with reasonable advance notification.

B. Program Application Form

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

C. Fuel Information Release Form

A fuel information release form signed by the applicant to allow the Contractor or the Arizona Department of Commerce to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release **does not** affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

D. Rental Properties

Rental properties may be weatherized under the terms of this contract. **Prior written approval is required by the Energy Office for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be

retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing not to raise the rental charge of said dwelling for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. In accordance with A.R.S. 33-1324 titled "Landlord to maintain fit premises," Subsection A, paragraph 4, landlords are required to "Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him." The Contractor must obtain written permission from the Energy Office prior to repairing or replacing any of these items in the rental property.

13. NON-DISCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

14. THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to Commerce any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

15. PROGRAM REVIEW AND SITE VISITS

Commerce has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to Commerce representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

16. RIGHTS IN DATA

Commerce may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this Contract.

17. HEALTH & SAFETY

The nature of the work to be performed under this Contract is inherently hazardous. In performance of work under this Contact the Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

18. OSHA GUIDELINES

The Contractor shall be familiar with and operate with the guidelines set forth by the occupational safety and health act.

19. ENTIRE AGREEMENT

This Contract, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all understandings, oral or written.

20. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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. The provision applies to work performed by subcontractors at all tiers.

21. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E VERIFY REQUIREMENT

1. The contractor 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.
5. Questions about E-Verify see website below:
http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD

22. IRAN INVESTMENTS

In Accordance with A.R.S. §35-393.06, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

23. SUDAN INVESTMENTS

In Accordance with A.R.S. §35-393.06, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

24. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:
Gila County
5515 South Apache Avenue, Suite 200

If to COMMERCE:
Arizona Department of Commerce
Energy Office

Globe, AZ 85501

1700 W. Washington, Suite 220
Phoenix, AZ 85007

Contractual/Financial Contact
Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Contractual/Financial Contact
Evelyn Billings
Program and Project Specialist
PHONE 602-771-1141
FAX 602-771-1203
EMAIL evelynb@azcommerce.com

Program/Technical Contact
Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact
Energy Office Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to Commerce and Contractor within ten (10) days of any change affecting this provision.

25. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

1. Eligible Population and Certification of Eligibility
   Contractor is responsible to follow the current Arizona Department of Economic Security (DES) LIHEAP Financial Eligibility Policy Manual requirements as it pertains to the Weatherization Program. Copies of the Manual will be provided by DES.

2. Priority
   Priority shall be given to identifying and providing weatherization assistance to the following households:
   A. Elderly persons
   B. Persons with disabilities
   C. Families with children
   D. High residential energy users and households with a high energy burden

26. PROHIBITION AGAINST WEATHERIZATION SERVICES

A. Dwelling Units
   1. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this contract.
   2. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this contract.

27. PRIOR WRITTEN APPROVAL REQUIREMENTS

Prior Written Approval from the Energy Office is required on the following:
1. All purchases of program vehicles or equipment over $4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the Energy Office or DOE, and charged to Weatherization.
4. Adjustments to line items in the contract budget.

5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under Statute 33-1324. (Reference Paragraph 11.D.2)
8. Specific references to written approval requirements listed in the Program Requirements, attached as Exhibit B.
9. Low-Income Weatherization services are for existing residential buildings only. Services are not authorized for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress unless authorization by Commerce is obtained in writing for said work.
10. Homes that have been weatherized and reported to Commerce for contract credit will not be accepted for additional Weatherization assistance unless the Contractor has been issued prior authorization in writing to proceed.

28. INVENTORY

The Contractor shall maintain a current list of all non-expendable inventory equipment, with an individual cost of $500 and over, which has a useful life of more than a year, and is available for use in Weatherization. This list shall include:

1. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data - date and method of disposal

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by Commerce, a copy of the Contractor's Program Equipment Inventory list shall be provided.

29. PROPERTY

All inventories acquired by funds provided through Commerce contract become program property. Title to inventory acquired and defined under the contract may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget (OMB) Circular A-102, and Code of Federal Regulations (CFR), Title 10, Chapter II, Section 600-232A.

The Contractor shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through a contract with Commerce. Equipment and vehicles no longer required for program operation shall be reported to Commerce prior to disposition. When the contract is terminated, the disposition of all inventory acquired with contract funds shall be determined as follows:

A. Commerce may allow continued use of program inventory provided that a new contract is executed and the inventory continues to be used as originally intended.

B. Commerce may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by Commerce.

C. Commerce may take possession of the inventory.

30. METHOD OF PAYMENT

A. Program expenses for this Contract are allowable beginning the effective date of this Contract.

B. Commerce shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting DOE funds during the term of the contract.

C. The Contractor shall submit to Commerce no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.

D. Reimbursement

1. Reimbursement requests shall be submitted to Commerce on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

   - *Completed/Submitted Jobs listing attached* (Attach list)
   - *Completed/Submitted Jobs listing sent via email to* evelynb@azcommerce.com (Send list by email to Evelyn Billings)
   - *No Completed/Submitted jobs this month* (No list is required)

2. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, Commerce will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

31. INCORPORATION BY REFERENCE

The State hereby incorporates by reference the **Uniform Terms and Conditions**, and the **Uniform Instructions** to Offerors. A copy of the text may be found at www.azspo.az.gov. If the offeror would prefer a hard copy, please contact the State Procurement Office at 100 N. 15th Avenue, Phoenix, Arizona 85007.

SCOPE OF WORK

1. GENERAL REQUIREMENTS

Contractor shall implement weatherization services under the terms of this Contract in coordination with other federal, state and local weatherization related services or energy conservation programs in order to preclude duplication of services generally and to optimize residential energy conservation efforts within the Contractor's service delivery area.

2. SPECIFIC REQUIREMENTS

The Contractor shall perform the services under this Contract, in accordance with the applicable Program Requirements, attached to the Contract as Exhibit B.

3. REPORTS

A. Weatherization Program Database Website

1. For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.

2. No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.

B. List of Client Jobs

1. A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to evelynb@azcommerce.com or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:
   - *Completed/Submitted Job listing attached*
   - *Completed/Submitted Job listing sent via email to evelynb@azcommerce.com*

2. If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:
   - *No Completed/Submitted jobs this month*

C. Financial Report Form

The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.

D. Monthly Detailed Expense Financial Reports

Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

E. Report Submittal Requirements

1. The Payment Request Form and Financial Report Form shall be mailed and received by Commerce no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.

SCOPE OF WORK

2. Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

3. Final reports shall be submitted no later than July 26, 2010.

4. **SUBMITTAL ADDRESS**

All Payment Request Forms and Report Forms must be directed to:

Arizona Department of Commerce
Energy Office
1700 W. Washington, Suite 220
Phoenix, Arizona 85007

5. **SERVICE TERRITORY**

Gila County.

6. **PRIORITY**

A. Elderly
B. Disabled
C. Families with children
D. High residential energy users and households with high energy burden

7. **UNDUPLICATED UNIT GOAL**

Unduplicated unit goal: **17**

IN WITNESS WHEREFORE, the parties hereto have executed this Contract.

STATE OF ARIZONA
DEPARTMENT OF COMMERCE

By Jerry Kunz for Martha Lynch **Date:** 8-14-09
Martha Lynch
CPPB, Chief Procurement Officer
Deputy Director

GILA COUNTY

Shirley L. Dawson
Contractor's Signature

Chairman, Gila County Board of Supervisors
Title

Shirley L. Dawson
Contractor's Printed/Typed Name

8/11/09
Date

The undersigned **Contractor's** legal counsel has determined that the above Contract is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the **Contractor.**

Bryan Chambers - Chief Deputy County Attorney
Printed/Typed Name of Legal Counsel

6 39
Date

Bryan Chambers
Signature of Legal Counsel

EXHIBIT B

WEATHERIZATION

PROGRAM REQUIREMENTS

JULY 1, 2009
EDITION

INDEX

INSTALLATION MEASURES 1

ENERGY AUDIT PROCEDURE 1

COST EFFECTIVENESS PROCEDURE 1

CLIMATE ZONES 2

FUEL SWITCHING 2

COST EFFECTIVENESS PRIORITY LISTS
- Detached Housing 3-8
  - Climate Zones 1 - 2 - 3 - 4 - 5 - 6
- Mobile Homes 9-14
  - Climate Zones 1 - 2 - 3 - 4 - 5 - 6

GENERAL WASTE HEAT ITEMS 15
- Domestic Hot Water
- Space Heating and Cooling Systems
- Existing Evaporative Cooler

DOOR REPLACEMENT 15

DURABILITY MEASURES 15

PRESSURE DIAGNOSTIC PROCEDURE 15-17
- Level One: Homes with Central Forced Air Heating or Cooling
- Level Two: Homes with No Central Force Air Heating or Cooling
- Testing Procedure
  - Initial Air Leakage and Room Pressure Tests
  - Duct Repair Procedure
  - Envelope Air Sealing Procedure
  - Room Pressure Balancing
- Economics
- Infiltration
- Duct Leakage

COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURE 17-19
- Carbon Monoxide Tests
- Spillage and Draft Tests
- Acceptable Draft Test Ranges
- Acceptable Appliance Spillage Periods
- Gas Supply Safety
- Combustion Air
- Heat Exchanger Safety Checks

HVAC EQUIPMENT & DISTRIBUTION INSTALLATION/REPAIR POLICY 19-20
- Repair /Replacement
- Sizing and Installing HVAC Equipment
- Evaporative Cooler Installation
- Installation of Forced Air Distribution Systems

Repair of Existing Air Distribution Systems
Duct Installation/Repair Techniques
Duct Product Guidelines

INSULATION STANDARDS **21**

RENEWABLES **21-22**
Cost Effectiveness
Product Guidelines

FINAL INSPECTION REQUIREMENTS **22**

HEALTH AND SAFETY PLAN **22-33**
Section D.6 - Lead Paint *(new)* Pages 26-32
- Lead Safe Weatherization (LSW)
- Exemptions
- Testing for lead-based paint and lead-based residues
- U.S. Department of Energy Minimum Standards for LSW
  - Requirements
  - General LSW Work Practice Standards
  - Containment
  - Proper LSW Clean-Up and Disposal
- Deferrals
- Funding of LSW
- Liability Issues
- Training

REFRIGERATOR REPLACEMENT POLICY **33-35**
Eligibility for Replacement
Metering Requirements
Materials
Installation
Disposal
Reporting
Written Authorization

INSTALLATION MEASURES

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by Commerce.

ENERGY AUDIT PROCEDURE

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather, record and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

- A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.
- The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.
- The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.
- A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.
- A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

COST EFFECTIVENESS PROCEDURE

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

- The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one.
- The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.
- The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.
- Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.
- Written authorization must be received from the Energy Office before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the Energy Office or an appropriate priority list for homes that meet the criteria contained in the list.

CLIMATE ZONES
Arizona Climate Zones used for the Cost Effective Priority Lists can be found at
http://www.azcommerce.com/energy/weatherization.asp

FUEL SWITCHING
The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the Energy Office prior to changing or converting equipment using one fuel source to another.

COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 1

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 1 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Homes with Fossil Fuel Heating

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

Homes Electric Heating (Heat Pump or Electric Resistance)

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

ÞST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 2

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 2 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Homes with Refrigeration Cooling

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgrade with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Homes with Evaporative Cooling

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100 or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 3

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 3 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Home with Fossil Fuel Heating

- Existing ceiling insulation of R-19or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

Homes Electric Heating (Heat Pump or Electric Resistance)

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

ɔST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 4

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 4 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Homes with Refrigeration Cooling

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Homes with Evaporative Cooling

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Homes with Inoperable Forced Air Fossil Fuel Furnace

- Upgraded to a 90+ AFUE furnace.

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 5

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 5 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Homes with Fossil Fuel Heating

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

Homes with Electric Heating (Heat Pump or Electric Resistance)

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

OST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 6

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 6 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Homes with Refrigeration Cooling

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Homes with Evaporative Cooling

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 1

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 1 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Priority list for Mobile Homes with Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $28 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Priority list for Mobile Homes with Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $32 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 2

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 2 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Mobile Homes with Refrigeration Cooling

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Jalousie windows retrofit (installed cost of under $9 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $8 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Jalousie windows retrofit (installed cost of under $6 per square foot).
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 3

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 3 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Mobile Homes with Refrigeration Cooling and Fossil Fuel Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $15 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Refrigeration Cooling and Electric Resistance Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $20 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $20 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling Only and Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $14 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 4

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 4 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Mobile Homes with Refrigeration Cooling and Heat Pump or Fossil Fuel Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Jalousie windows retrofit (installed cost of under $9 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Mobile Homes with Refrigeration Cooling and Electric Resistance Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER Heat Pump.
- Jalousie windows retrofit (installed cost of under $12 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $8 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Housing Type Three: Mobile Homes with Evaporative Cooling and Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $6 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heatet wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 5

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 5 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Mobile Homes with Refrigeration Cooling and Fossil Fuel

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $16 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Refrigeration Cooling and Electric Resistance Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $24 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $24 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Fossil Fuel

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $15 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 6

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 6 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Mobile Homes with Refrigeration Cooling and Heat Pump or Fossil Fuel Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Jalousie windows retrofit (installed cost of under $8 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Refrigeration Cooling and Electric Resistance Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER heat pump.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Jalousie windows retrofit (installed cost of under $10 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Heat Pump or Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $4 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $6 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

GENERAL WASTE HEAT ITEMS

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

Domestic Hot Water

- Adjustment of the hot water temperature to 120 degrees if approved by the client.
- Replacement of existing showerhead, which exceeds a flow rate of 2.5 GPM, with a low-flow replacement showerhead if approved by the client.
- Faucet aerators

Space Heating and Cooling Systems

- Equipment maintenance and tune-up.
- Heating or Cooling System setback thermostat(s) for people with mobility problems or other extenuating circumstances, which make it difficult for them to manually adjust thermostat set points.

Existing Evaporative Coolers

- General evaporative cooler tune-ups.
- Replacement of a single speed evaporative cooler motor with a listed two-speed motor.

Base Load Items

- Replacement of incandescent light bulbs, which are on for at least one hour per day, with an ENERGY STAR qualified compact fluorescent bulbs that emit the same amount of light.
- Replacement of Refrigerators following the procedure established by the WAP program.

Door Replacement

- Door replacement can be completed on a limited basis.

DURABILITY MEASURES

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

PRESSURE DIAGNOSTIC PROCEDURE

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs.
Pressure Diagnostic Decision Tree

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

Level One: Homes with Central Forced Air Heating or Cooling

- The **complete** pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

Level Two: Homes with No Central Forced Air Heating or Cooling

- The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.

- **Possible cost effective envelope sealing:** Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

- **Combustion appliance zone testing:** The Worst Case Pressure Test must be performed in all zones that contain a combustion appliance.

Testing Procedure

When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE.** If a test is not performed, documentation must be provided in all cases stating the rational for not following the testing procedure.

1. Initial air leakage and room pressure tests
2. Duct repair
3. Envelope air sealing
4. Room pressure balancing

1. Initial Air Leakage and Room Pressure Tests:

These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

A. Perform a complete energy audit and combustion safety test of the house. **No pressure testing or air sealing can be done until the required combustion safety procedure is completed.**
B. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of –3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of –3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed,** no air sealing or duct repair can be completed.
C. Perform zonal pressures and record the results.
D. Perform initial Whole House CFM50 Test and record the results.
E. Perform Pressure Pan Test and record initial pressure difference.
F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

2. Duct Repair Procedure:

A. Duct repair can only be performed under the supervision of a trained technician.
B. **In all cases, air sealing can only be performed in conjunction with pressure diagnostics.**
C. The Health and Safety Policy must be followed at all times.
D. Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).
D. After initial duct repair is performed, evaluate if additional duct repair is possible.
E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

3. Envelope Air Sealing Procedure:

A. All duct repairs must be completed before envelope air sealing.
B. Envelope air sealing can only be performed under the supervision of a trained technician.
C. **In all cases, air sealing can only be performed in conjunction with pressure diagnostics.**
D. The Health and Safety Policy must be followed at all times.
E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.
F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).
G .Once air sealing is completed, perform final Whole House CFM50 Test and record results.

4. Room Pressure Balancing:

A. All duct repair and air sealing must be completed before room pressure balancing.
B. Room pressure balancing can only be performed under the supervision of a trained technician.
C. **In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.**
D. The Health and Safety Policy must be followed at all times.
E. Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.
F. Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.
G. Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if addition pressure balancing is needed.
H. Once pressure balancing is completed, repeat room pressure tests and record results.

Economics
The cost effectiveness of pressure diagnostic and repair is to be based on a comparison of the present value of the reduced air leakage and the cost (labor and materials) to achieve the reduction. The values in the following tables are designed to provide general guidance on the present value of air leakage control.

Infiltration
The following table gives the present value of reducing the infiltration rate by 100 CFM50 for a typical weatherized home.

Present value of 100 CFM50 reduction	Climate Zone 1	Climate Zone 2	Climate Zone 3	Climate Zone 4	Climate Zone 5	Climate Zone 6
	$160	$40	$90	$40	$90	$40

Duct Leakage
The following table gives the present value of reducing duct leakage by 100 CFM50 for a typical weatherized home.

Present Value of 100 CFM reduction	Climate Zone 1	Climate Zone 2	Climate Zone 3	Climate Zone 4	Climate Zone 5	Climate Zone 6
Heating	$600	$90	$345	$95	$385	$50
Cooling*	$10	$450	$80	$300	$100	$570

*If a home has only evaporative cooling, only the heating values will be realized in duct repair.

COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES
The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

Note: Gas/propane stoves cannot be replaced utilizing DOE funds.

Carbon Monoxide Tests
Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.
For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

Spillage and Draft Tests
Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2' downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

Acceptable Draft Test Ranges

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	– 2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

Acceptable Appliance Spillage Periods
Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

Gas Supply Safety
The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

Combustion Air
Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.
The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area times height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

Heat Exchanger Safety Checks
Tests for possible cracked heat exchanger must be performed on all systems possible.

HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY
The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

Repair/Replacement
Replacement of inoperable equipment is allowed under the following conditions.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Replacement of the equipment is also justified if there is a high probability that the repaired equipment will fail again in the near term.

Sizing and Installing HVAC Equipment

- Minimum HVAC efficiencies:
  - AC: 13 SEER
  - Heat Pump: 13 SEER and 7.7 HSPF
  - Combustion furnace: 80% AFUE.
- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
  - Refrigerant charge shall be installed per the manufacturer's specifications.
  - Indoor and outdoor units shall be "matched" according to the ARI Directory.

Evaporative Cooler Installation
It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is allowed.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

Installation of Forced Air Distribution Systems

- All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines.
- All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.
- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

Repair of Existing Air Distribution Systems
All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

Duct Installation / Repair Techniques
A. Flex ducts

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.

- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.

- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.

- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

Duct Product Guidelines

- All new ductwork will be a minimum of R-8.
- Duct sealing materials shall have both excellent cohesive and adhesive qualities.

- Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.
- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

INSULATION STANDARDS

Installation of Insulation

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

- Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.
- Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.
- Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.
- Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.
- Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.
- Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.
- Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.
- Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

RENEWABLES

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility.

Cost Effectiveness

Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

Product Guidelines

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statues (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

FINAL INSPECTION REQUIREMENTS

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector not directly involved with the completion of the job.

The final inspection shall verify that the house characteristics reported are correct.

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

he inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

HEALTH AND SAFETY PLAN

PURPOSE

To establish the policies and procedures under which health and safety concerns are addressed in the Weatherization Assistance Program (WAP).

GOAL

To ensure energy savings are the result of Weatherization Assistance Program actions while promoting a healthy and safe environment for clients and WAP workers and contractors.

SCOPE

Energy-related health and safety concerns need to be remedied before, or because of, the installation of weatherization materials. Therefore, energy-related health and safety hazards associated with weatherization activities may be remedied or prevented with DOE funds. Measures and their costs must be reasonable and must not seriously impair the primary energy conservation purpose of the program.

The Health and Safety Procedures are applicable to all activities under the WAP.

Total expenditures on Health and Safety are subject to budget limitations.

A. Grantee Health & Safety

The Arizona Energy Office – WAP field monitors will follow all applicable health and safety rules with respect to the conduct of their on-site job visits including the use of face masks, hard hats, appropriate footwear, and such other applicable attire and equipment so as to minimize personal risks.

B. Crew and/or Contractor Health & Safety

Arizona sub-grantees and their contractors will comply with Occupational Safety and Health Administration (OSHA) requirements in all weatherization activities.

The costs for sub-grantees to comply with OSHA requirements (action items and measures that DOE funds and receives credit for) may be charged under health and safety, tools and equipment, incidental repairs, etc. The cost category selected will be charged consistently throughout the state (from agency to agency) for the same activity.

Because of the wide range of activities involved in weatherizing a house, ensuring crew health and safety requires a broad knowledge of the appropriate OSHA requirements. Some of these requirements include, but are not limited to: respirator protection, techniques for safely lifting heavy objects, electrical equipment safety, ladder safety, and general worker protection. OSHA standards should be consulted for further details.

Other useful information includes Material Safety Data Sheets (MSDS) that identify potential health risks and describe the proper use, handling, and storage of a wide variety of materials, including some common weatherization materials. MSDS also recommend personal protective equipment and address first aid measures.

C. Client Health and Safety

Weatherization services can be provided in a manner that minimizes risk to workers and clients. Although the Weatherization Assistance Program does not provide all the solutions, awareness of potential hazards is essential to providing quality services. A list of the more common hazards and DOE's preferred approach to them are discussed in Section D. Other energy-related hazards should be considered on a case-by-case basis

Grantees and sub-grantees are required to take all reasonable precautions against performing work on homes that will subject workers or clients to health and safety risks. If there is any doubt that weatherization work can be conducted in a manner that is safe for all parties concerned, the subgrantee must not proceed further.

Before beginning work on the residence, sub-grantees will take into consideration the health concerns of each occupant, the condition of the dwelling, and the possible effect of work to be performed on any particular health or medical condition of the occupants. Wher a person's health is fragile and/or the work activities would constitute a health or safety hazard, the occupants at risk will be required to leave the home during these work activities or the work will be suspended until such a time as it can be performed appropriately.

D. Potential Hazard Considerations

1. Biological

Removal of mold, odors, viruses, bacteria, unsanitary (including raw sewage) conditions, and rotting wood is not a Weatherization responsibility; however, subgrantee frequently encounter these conditions. DOE funds may be used if these conditions must be remedied to allow effective weatherization work and/or to assure the immediate or future health of workers and clients. The Arizona Energy Office – WAP requires that its sub-grantees seek prior approval to proceed before attempting to weatherize such dwellings with *Biological* problems.

Arizona sub-grantees will exercise caution when selecting air tightness limits for dwellings with these problems. Since these conditions are often related to moisture, Arizona sub-grantees may use DOE health and safety funding to acquire moisture detection instruments. Sub-grantees should incorporate moisture detection into their initial energy audits. If necessary, weatherization services may need to be delayed until moisture problems can be corrected by other funding sources.

2. Combustion Appliances and Combustion Gases

The following policy must be strictly adhered to when completing Weatherization work. If any house fails these program safety standards and the problem cannot be remedied, the homeowner must be notified in writing and a copy placed in the client's file.

- Perform air sealing and duct repair **only** in conjunction with pressure diagnostics to ensure that sufficient ventilation and draft rates are maintained in the home.

- A UL listed carbon monoxide detector (Underwriters Laboratories 2034-98) shall be installed in all structures with an attached garage or a combustion appliance located in the conditioned space.

- Research and follow the local health and safety codes and standards dealing with residential ventilation requirements for occupants and combustion equipment.

- No air sealing (including duct repair) should be done if there is a high pollution source, such as a non-vent combustion heater, that can't be removed.

- No air sealing (including duct repair) should be done if there are existing health and safety problems in the home.

- No air sealing (including duct repair) should be done if there is Carbon Monoxide (CO) present in the flue gases higher than 100 PPM.

- No air sealing (including duct repair) should be done if there is a possible gas leak.

- No air sealing (including duct repair) should be done if CO is greater than 9 PPM in the living space.

- If CFM50 is less than 1500 CFM for the home or 300 CFM per person (whichever is greater), the homeowner must be advised of the tightness of the home. Any further air sealing (including duct repair) may require that an active ventilation strategy be employed.

- Under normal operating conditions, an air handler cannot create room pressures with a magnitude of - 3.0 Pascal's, or greater with reference to outside, anywhere in a combustion appliance zone.

- Corrective action must be completed before or in conjunction with air sealing (including duct repair) if a negative pressure of 3 Pascal's or greater exists or is produced by repair work in a combustion appliance zone.

- Flame change is an indication of a cracked heat exchanger - no air sealing (including duct repair) should be done until the problem is fixed.

- If spillage of flue gases occurs for more than one minute - no air sealing (including duct repair) should be done until the problem is fixed.

- If draft is low, it must be fixed before air sealing (including duct repair) is completed.

IF THE CONDITIONS DESCRIBED BELOW CONCERNING COMBUSTION AIR ARE NOT MET, <u>NO AIR SEALING</u> (INCLUDING DUCT REPAIR) SHOULD BE DONE:

- In homes of ordinary tightness insofar as infiltration is concerned, all or a portion of the air for fuel-burning appliances may be obtained from infiltration when the requirements for 50 cubic feet per 1000 Btu/hr input is met. Two openings are required and one shall be within 12 inches of the bottom of the space containing the combustion equipment. Openings shall allow space to communicate with the rest of the house. A minimum free area of one square inch per 1000 Btu per hour (or 100 square inches, which ever is greater) of the total input rating of all gas utilization equipment in the space, shall be provided.

- In all cases where combustion air is from inside the home, the homeowner must be made aware of this and sign the Health and Safety Waiver before any air sealing or duct repair is completed.

(**Note:** If this method is used, special attention must be given to zonal and draft pressures. In buildings of unusually tight construction, combustion air shall be obtained from outside.)

- In homes that receive combustion air from outside the conditioned space, two openings are required. One shall be within 12 inches of the top and one within 12 inches of the bottom of the space containing the combustion equipment. The openings shall communicate directly, or by ducts, with the outdoors or spaces (crawl or attic) that communicate with the outdoors.

- The following guidelines must be met when determining the minimum free area for combustion air openings:

- Openings directly communicating with the outdoors shall provide one square inch per 4000 Btu per hour of the total input of all gas utilization equipment in the space.

- Openings communicating to outdoors with vertical ducts shall provide one square inch per 4000 Btu per hour of the total input of all gas utilization equipment in the space.

- Opening communicating to outdoors with horizontal ducts shall provide one square inch per 2000 Btu per hour of the total input of all gas utilization equipment in the space.

(NOTE: If the free area is not known because of louvers or screens, double the required opening size. **IF THESE NFPA 54 NATIONAL FUEL GAS CODE REQUIREMENTS ON COMBUSTION AIR ARE NOT MET**, THEN NO AIR SEALING (INCLUDING DUCT REPAIR) SHOULD BE DONE UNTIL THESE CONDITIONS ARE MET.)

3. Fire Hazards
Combustion appliances and their associated venting systems can also present potential fire hazards. Sub-grantees that accept clients with wood stoves and fireplaces will have procedures to identify potentially dangerous creosote build-up in chimneys and wood stove flues.

It is the sub-grantee's responsibility to ensure that any work on wood stoves and fireplaces conforms with applicable codes in jurisdictions where the work is being performed.

4. Existing Occupant Health Problems
Sub-grantees will be sensitive to client health problems that might be exacerbated by weatherization activities.

Sub-grantees will establish procedures to identify pre-existing client conditions (e.g., allergies) and address such problems when they are found. Those procedures should address the manner in which such problems will be identified and the steps to be taken to ensure that weatherization work will not worsen these problems.

5. Indoor Air Quality (IAQ)

a. Asbestos
General asbestos removal is not approved as a DOE WAP health and safety weatherization cost.

Major asbestos problems should be referred to the Arizona Department of Environmental Quality or to the Environmental Protection Agency (EPA).

Where local agencies work on large heating and distribution systems, including related piping, asbestos removal may be necessary. Removal is allowed to the extent that energy savings resulting from the measure will provide a cost-effective savings-to-investment ratio. This would normally be true with work done on large, multifamily heating systems. Where permitted by code or EPA regulations, less costly measures that fall short of asbestos removal, such as encapsulation, may be used. Removal and replacement of asbestos siding for purposes of wall cavity insulation is permissible if allowed by state and local codes.

b. Radon
Where there is a previously identified radon problem, work that would exacerbate this problem should be limited. Radon abatement is not an allowable activity under the Weatherization program. However, those costs associated with taking precautions in a dwelling known to have radon problems are allowable weatherization expenditures. These costs are

allowable if an energy audit indicates that weatherization techniques would help in radon remediation. While sub-grantees should establish sound radon-related strategies, major radon problems should be referred to the appropriate local environmental organization or agency for mitigation or abatement.

c. Formaldehyde and Volatile Organic Compounds (VOCs)
Formaldehyde vapors may be slowly released by some new carpets, wafer-board, plywood, etc. Some household cleaning agents also emits VOCs. Caution should be taken when selecting air tightness limits in dwellings with VOC problems.

6. Lead Paint

Lead Safe Weatherization (LSW) must be applied to all pre-1978 housing unless the house meets EPA's Final Rule Exemptions.

Exemptions

1. **No Lead-Based Paint will be Disturbed.** LSW must be applied to all pre-1978 housing unless there is existing evidence that the home has been certified as being lead-free or below the lead threshold limit (e.g., for paint containing lead below the regulated level, 1.0 mg/cm2 or 0.5% by weight). One of the following methods must be used to determine the paint to be disturbed is not lead-based paint: -Written determination by certified lead inspector or risk assessor; *OR*
   -Proper use of EPA-recognized test kit provided agencies (*documenting manufacturer and model of test kit used, description and location of components tested, and test kit results)*
   Note: Beginning in 2010, tests must be performed by a Certified Renovator, per EPA final rule. Test kits are currently being evaluated but none have been approved to date – updates and approved kits will be posted athttp://www.epa.gov/lead/pubs/renovation.htm
   OR
   -A State-approved lead-based paint test protocol (e.g., XRF scans verifying absence of lead paint).

2. **Mobile Homes.** Often, interiors of mobile homes were not painted but rather, paneling was applied to the surfaces. Therefore, pre-1978 mobile homes that were not painted by the manufacturer, occupant, landlord, or past owner of the unit before 1978, may be exempt from LSW. However, Weatherization Programs must verify the areas receiving weatherization services have never been painted or were painted for the first time after 1978. If this is not verifiable, then LSW protocols must be followed. Painted exterior surfaces on pre-1978 units should not be drilled, scraped, sanded, or receive any other work that disturbs the paint.

3. **Exempt from training and work practice requirements <u>if owner signs written statement</u> that <u>all</u> apply:**
   a. No pregnant women resides there; and
   b. Not a child-occupied facility ("occupied" includes being the child's primary residence or a home that is visited regularly by the same child, under age 6, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visits last at least 6 hours, and the combined annual visits last at least 60 hours).

4. **Housing for the elderly or persons with disabilities** (unless any one or more children under age 6 resides or is expected to reside in such housing for the elderly or persons with disabilities).

5. **Any 0-bedroom dwelling.**

6. **Minor Repair or Maintenance Activities**: Activities that will disturb less than the following square feet of paint surfaces in 30 calendar days (counting all paint surface areas of a removed component):
   - 6 square feet per room for interior activities; or
   - 20 square feet for exterior activities.

But this exemption does *NOT* apply to the following:

- Window replacement.
- Demolition of painted surface areas.
  - Using any of the following:
- Open-flame burning or torching;
- Machines to remove paint through high-speed operation without HEPA exhaust control; or
- Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.

Testing for lead-based paint and lead-based paint residues
Testing for lead-based paint is not an allowable weatherization expense except, when it is related to the installation of energy efficiency measures. These expenditures must be within the limits set by the state in its Weatherization health and safety plan.

U.S. Department of Energy Minimum Standards for LSW

Safe Work Practices must be implemented to minimize exposure to hazards for residents and the workers, while allowing Weatherization to occur in a cost-effective manner and to not hinder production. The effort required will be based on the hazard, the work specifications, and customer health issues.

CHECK: Federal, state, and local regulations.

- OSHA has rules for worker safety.
- States and local communities may have rules for waste disposal.

To meet the LSW minimum standards, crews and contractors MUST follow the general principles of working in a lead-safe manner. Best practices for working in a lead-safe manner are available in the benchmark LSW procedures and curriculum and should be reviewed and consistently enforced on LSW jobs.

A. Requirements

Client Protection and Notification
For occupied homes, the Weatherization staff, crew, or contractor must have an adult tenant or homeowner sign an acknowledgement after receiving the pamphlet. The pamphlet can also be sent by certified mail with receipt to be placed in the customer file.

In multi-unit housing, the agency must:

- Provide written notice to each affected unit (notice must describe: general nature and locations of the planned renovation activities; the expected starting and ending dates; statement of how occupant can get pamphlet at no charge); or
- Post informational signs (signs must describe general nature and locations of the renovation and the anticipated completion date) and post the EPA pamphlet. (If pamphlet is not posted then agencies are required to provide information on how interested occupants can review a copy of the pamphlet or obtain a copy at no cost from the Weatherization Program).
- Delivery to owner/occupant. Owner's and/or occupant's signature with acknowledgment or certificate of mailing. The owner/occupant must acknowledge receipt of the EPA pamphlet prior to start of renovation that contains the address of unit undergoing renovation, name and signature of owner or occupant, and the date of signature. It must be in same language as "contract for renovation" for an owner-occupied (or the same language as the lease for occupant of non-owner occupied) target housing.

If the Weatherization Program cannot get a signed acknowledgment (either the occupant is not home or refuses to sign the form), then the self-certification section of the form must be signed to prove delivery.

The acknowledgement form must be filed and remain with the client file for three years from date of signature. In addition to providing a copy of the pamphlet to owners and occupants, designated local agency staff (e.g., intake specialist, auditor, crew chief) must discuss the hazards associated with lead-based paint and lead dust, and describe how they will conduct LSW in the home.

Weatherization Worker Protection

LSW includes these procedures and safety precautions:

- Wear personal protective gear specifically suited for the particular LSW measure. Use the National Institute for Occupational Safety and Health (NIOSH) approved respirators (at least ½ face) with HEPA filters.
- Use disposable overalls (with hood or a disposable painter's cap), gloves (cloth, plastic, or rubber as appropriate), goggles, and disposable shoe/boot covers.
- Keep dust to a minimum and properly contain dust and paint chips to the work area.
- Clean up area during and after work.
- During Weatherization, wash your hands and face frequently, particularly when leaving the work area and especially before leaving the area for the purpose of eating, drinking, or smoking.
- Before leaving a confined work area, remove your protective clothing and protective shoe/boot covers to avoid exposing others.
- Before leaving a confined work area, and before returning tools and equipment to vehicles, clean all tools to avoid exposing others and creating a lead-hazard to the next Weatherization job.
- Get annual medical exams to check blood lead levels. Do non-lead-related work if your blood lead level gets too high.
- Inform your employer if you develop signs of lead poisoning.

B. General LSW Work Practice Standards

- Crews and contractors must take steps to protect occupants from lead-based paint hazards while the work is in-progress using appropriate containment strategies.
- Occupants, especially young children or pregnant women, may not enter the work site. Occupants are allowed to return only after the work is done and the home has passed a visual inspection.
- Occupants' belongings must be protected from lead contamination. This can be done by removing them from the work area or covering them in protective bags and sealing it to prevent dust from getting on the items.
- The work site must be set up to prevent the spread of leaded dust and debris.
  Warning signs must be posted at entrances to the worksite when occupants are present; at the main and secondary entrances to the building; and at exterior work sites. The signs must be readable from 20 feet from the edge of the worksite. Signs should be in the occupants' primary language, when practical.
- The work area must be contained. If containment can not be achieved with occupants in the unit (e.g., work will take several days and involves the kitchen, bathrooms, or bedrooms that can not be sealed off from use), occupants must move out of the unit or the work must be deferred until containment can be achieved.
- Ensure containment does not interfere with occupant and worker egress in an emergency.

Prohibited Work Activities

- NEVER - use reusable cloth or fabric, such as a painter's drop cloth, as protective containment sheeting. Polyethylene and in some cases when working on the exterior garden fabric are the only acceptable protective containment sheeting and must never be reused.
- NEVER - use brooms and shop vacuums for cleanup. Wet cleaning and HEPA vacuums are the only acceptable methods for cleanup.
- NEVER – use a conventional shop vacuum with HEPA filters – only HEPA-designed vacuums are acceptable for LSW.
- NEVER - turn leaded paint into leaded dust by dry scraping or sanding (unless needed around electrical outlets) or grinding, abrasive blasting or planning.
- NEVER - use an open-flame torch or heat gun (above 1100°F) to remove paint or window glazing. Open flame/high heat methods to remove paint create fumes that are dangerous for workers to breathe. Small lead particles created by burning and heating also settle on surrounding surfaces and are very hard to clean up.
- NEVER - allow residents and pets access to the work area while work is underway.
- NEVER - open windows and doors allowing lead dust to float into other parts of the building or outside.
- NEVER - allow furniture and other objects to remain in the Weatherization work area while Weatherization work is being performed unless they are covered and sealed in polyethylene sheeting or bags.

C. Containment

Containment is anything that stops any dust or debris from spreading beyond the work area to non-work areas. The level of containment must be determined by the auditor/inspector or supervisor before work is assigned to a crew or contractor. To comply with EPA's LRRPP Rule requirements, **a Certified Renovator will be required at the jobsite to assess and set up the containment site.**

Every home and every specific Weatherization measure is unique, therefore the level of containment required will be based on the hazards present, the age of the home, the scope of work activities, and any customer health issues. Although Weatherization jobs require individual assessments, LSW work generally falls into two levels of containment and the related standards are outlined below.

Level 1 Containment

Level 1 containment is required in pre-1978 homes when ***less than*** 6 ft^2 of interior painted surface per room or 20 ft^2 of exterior painted surface will be disturbed.

Level 1 containment consists of methods that prevent dust generation and contains all debris generated during the work process. The containment establishes the work area which must be kept secure.

Measures that *may* fall within this guideline include:

- Installing or replacing a thermostat
- Drilling and patching test holes
- Replacing HEPA filters and cleaning HEPA vacuums
- Changing Furnace Filter
- Removing caulk or window putty (interior)
- Removing caulk or window putty (exterior)
- Removing weather-stripping

Level 2 Containment

Level 2 containment is required when Weatherization activities will disturb ***more than*** 6 ft^2 of interior surface per room or 20 ft^2 of exterior surfaces in homes built prior to 1978. Level 2 containment consists of methods that define a work area that will not allow any dust or debris from work area to spread. Level 2 containment requires the covering of all horizontal surfaces, constructing barrier walls, sealing doorways, covering HVAC registers with approved materials, and closing windows to prevent the spread of dust and debris.

Measures requiring level 2 containment *may* include:

- Drilling holes in interior walls
- Drilling holes in exterior walls, removing painted siding
- Cutting attic access into ceiling or knee walls
- Planing a door in place
- Replacing door jambs and thresholds
- Replacing windows or doors
- Furnace replacements

Additionally, Level 2 containment must ***ALWAYS*** be used where any of the following is conducted (even if the activities will disturb less than the hazard de minimis levels within the Level 1 category):

- Window replacement
- Demolition of painted surface areas
- Using any of the following:
    - Open-flame burning or torching;
    - Machines to remove paint through high-speed operation without HEPA exhaust control; or
    - Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.

D. Proper LSW Clean-Up and Debris Disposal

Following the containment standards in the previous section will minimize the level of effort required to properly clean up the job site. All dust, dirt, material scraps, containers, wrappers, and work related debris must be removed from the customer's home. A HEPA vacuum should be used to clean up the work areas. Further cleaning may be necessary based on the hazard.

At the conclusion of the job, once all workers have "cleaned" the work areas thoroughly, Weatherization workers must adhere to the following:

Safe and Secure Disposal

- Bag and gooseneck-seal all waste in 6-mil plastic bags
- Safely dispose of all waste in accordance with federal, state, and local regulations

Visual Inspection Verification

Checking the quality of worksite cleanliness is a two-phase process:

- Phase 1: Worker visual inspection during the cleaning process; look for any visible paint chips, dust, or debris as you clean, using proper techniques.
- Phase 2: Supervisor visual inspection after cleanup. There should be no evidence of settled dust following a cleanup effort. If dust is observed, the Weatherization crew must be required to repeat the cleaning.

If work is done outside the house, the grounds around the dwelling and all exterior horizontal surfaces should also be examined visually to make certain that all waste and debris have been removed and that paint chips were not left behind.

Deferrals

rizona's WAP sub-grantees will follow the lead-based paint "deferral policy" to determine when it is prudent to defer certain Weatherization work in homes that have either tested positive or are assumed to have lead-based painted surfaces.

- First, the subgrantee should assess the following factors:

  1) Is the subgrantee prepared to work with lead-based paint? (i.e., have workers received training in LSW work practices - is the necessary equipment, such as HEPA vacuum cleaners, available; and does the agency's liability insurance cover work with lead-based paint);

  2) What is the condition of the painted surfaces in the house that might be specifically disturbed in the course of an allowable weatherization measure? (i.e., are they *seriously* deteriorated);

  3) What is the extent to which the specific energy efficiency measures determined by the audit will disturb painted surfaces? (i.e., will the disturbance likely generate dust in excess of OSHA minimums); and,

  4) Will the cost of doing LSW work represent a large portion of the total cost, such as to exceed the amount allowed by the state's health and safety plan (which could be the case if large amounts of lead-based paint surfaces will be disturbed)?

- Second, the grantee should determine, based on consideration of the above factors, whether to:

  1) Proceed with all the weatherization work, following LSW work practices; or
  2) Do some of the weatherization tasks, defer others; or
  3) Defer all the weatherization work

Deferral would mean postponing the work either until the Weatherization agency is prepared to work with lead-based paint, or until another funding source has been identified that can finance corrections to the problem LBP area that weatherization can be safely performed.

In cases where extensive LSW would be necessary, agencies are encouraged to arrange with other organizations, which are funded to do lead-based paint hazard control, to perform some of the more costly activities, such as risk assessment or clearance testing. In areas where there are no organizations performing such work, Weatherization agencies may choose to develop their capabilities (purchase of equipment and advanced training for subgrantee crews) for lead-based paint hazard control work, but they may not use DOE Weatherization funds for this purpose. In such a home, regular Weatherization work that does not disturb painted surfaces can be done.

Funding of lead safe weatherization

Whereas DOE funds may be used to pay for Weatherization activities that disturb lead-based painted surfaces while installing energy efficiency measures or for case-by-case testing, the funds may not otherwise be used for abatement, stabilization or control of lead-based paint hazards, or routine entrance and clearance testing.

However, U. S. Department of Housing and Urban Development (HUD) funds such as Community Development Block Grant (CDBG), lead hazard control programs and HOME Repair and Rehabilitation Program funds may be used to do this work. Also, U. S. Department of Health and Human Services' (HHS) Low-Income Home Energy Assistance Program (LIHEAP), may be used for certain expenses related to Lead Safe Weatherization.

Specifically, for DOE funding, agencies should budget LSW costs under health and safety as a separate cost category, excluded from the calculation of average cost per home. Lead Safe Weatherization costs include labor, material, insurance, training, and equipment.

Liability issues

Unless an agency has specifically purchased additional insurance to cover pollution occurrences, they probably do not have sufficient insurance for their work as required by the WAP's Program Year 2002 Annual Guidance, **Weatherization Program Notice 02-1**. It is likely that their general liability insurance has a pollution occurrence exclusion.

All Arizona Sub-grantees must have liability insurance that covers work in a home with lead-based paint before any LSW work is implemented. This liability insurance does not and should not cover lead abatement projects.

Abatement projects are extensive projects designed to permanently eliminate the lead-based paint hazard. Only work that HUD refers to as "interim controls" must be covered. It is important to use this policy to demonstrate to the insurer the limited nature of the paint disturbance and the precautions being taken to avoid liability. The cost of such insurance is an allowable DOE expense, and we urge agencies to seek ways to obtain the coverage at reasonable rates.

For insurance shopping purposes, there are features about Weatherization work that local agencies should use in making the case for the lower risk associated with the nature of Weatherization work, especially when compared to lead-based paint abatement and lead hazard control work:

- Weatherization is different from lead hazard control work and involves lesser levels of work associated with painted surfaces. In fact, the disturbance of painted surfaces, by comparison, is minimal and when it happens, is incidental to the purpose of the work - the installation of energy conserving measures.

- In addition, not all weatherization work involves disturbing painted surfaces and some homes are lead free, and so the *risk basis* for insurance rates - unlike insurance for lead hazard control work - should not be based on one hundred percent operations in a lead paint environment for every home weatherized.

DOE is involved with EPA and HUD in continuing discussions with the insurance industry about ways to qualify Weatherization agencies for more favorable rates. We also welcome suggestions from state and local agencies with experience in obtaining reasonable rates for this kind of work, which we will share with the Arizona subgrantees.

Training

Arizona's WAP requires that *when disturbance of painted surfaces is significant*, Weatherization workers will use LSW practices.

Arizona's WAP will provide or recognize prior participation in the following training opportunities to sub-grantee as required, taking into consideration each subgrantees mix of action items and allowable measures:

- LSW workshops provided by trainers who are certified in The HUD Lead Safe Work Practices.
- Peer-to-Peer training.
- Individual agency training on an as needed basis.

All training will utilize the Lead Safe Weatherization curriculum developed by Montana State University.

7. Building Structure

Building rehabilitation is beyond the scope of the Weatherization Assistance Program; however, Arizona Subgrantees frequently encounter homes in poor structural condition. Dwellings whose structural integrity is in question should be referred to the Arizona Department of Housing.

Weatherization services may need to be delayed until the dwelling can be made safe for crews and occupants (see Deferral Standards).

Incidental repairs necessary for the effective performance or preservation of weatherization materials are allowed if the cost of the weatherization material and incidental repair are cost justified by the audit. Examples of these limited repairs include sealing minor roof leaks to preserve new attic insulation and repairing water-damaged flooring as part of replacing a water heater.

8. Electrical Issues

The two primary energy-related health and safety electrical concerns are
1) Insulating homes that contain knob-and-tube wiring and
2) Identifying overloaded electrical circuits.

der electric wiring, primarily knob-and-tube wiring, located in a wall cavity or exposed on an attic floor was originally intended by code to have *free air movement* for that would cool the wire when carrying an electric current. Laboratory tests have shown that retrofitting thermal insulation around electric wiring can cause it to overheat, resulting in a fire hazard.

Arizona program policy requires that subgrantees ensure that insulation around knob-and-tube wiring conforms with applicable codes in jurisdictions where the work is being performed.

Serious electrical hazards exist when gross overloads are present. Should auditors and crews find such existing problems, they must notify the owner verbally and in writing by the subgrantee WAP program manager.

Weatherization measures that involve the installation of new equipment such as air conditioners, heat pumps, or electric water heaters can exacerbate previously marginal overload problems to hazardous levels. The problem must also be noted in the client file. To the extent that these problems prevent adequate weatherization, the agency should consider repairing them on a case-by-case basis.

9. Refrigerant Issues

The replacement of air conditioners requires subgrantees to ensure that the requirements of the Clean Air Act 1990, section 608, as amended by 40 CFR 82, 5/14/93, be enforced. The appliance vendor, de-manufacturing center, or other entity recovering the refrigerant must possess EPA-approved section 608 types I or universal certification. Subgrantees must ensure they have appropriate protocols in place that comply with all standards relating to the disposal of the existing appliances.

10. Other Code Compliance Issues

It is the subgrantee's responsibility to ensure that weatherization-related work conforms with applicable codes in jurisdictions where the work is being performed.

E. Deferral Standards

The decision to defer work in a dwelling is difficult, but necessary, in some cases. This does not mean that assistance will never be available, but that work must be postponed until the problems can be resolved and/or alternative sources of help are found. Note that subgrantees, including crews and contractors, are expected to pursue reasonable options on behalf of the client, including referrals, and to use good judgment in dealing with difficult situations.

Subgrantees will develop guidelines and a standardized form for such situations. The form will include the client's name and address, dates of the audit/assessment and when the client was informed, a clear description of the problem, conditions under which weatherization could continue, the responsibility of all parties involved, and the client(s) signature(s) indicating that they understand and have been informed of their rights and options.

Deferral conditions may include:

- The client has known health conditions that prohibit the installation of insulation and other weatherization materials.
- The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the conditions cannot be resolved cost-effectively.
- The house has sewage or other sanitary problems that would further endanger the client and weatherization installers if weatherization work were performed.
- The house has been condemned or electrical, heating, plumbing, or other equipment has been "red tagged" by local or state building officials or utilities.
- Moisture problems are so severe they cannot be resolved under existing health and safety measures and with minor repairs.
- Dangerous conditions exist due to high carbon monoxide levels in combustion appliances, and cannot be resolved under existing health and safety measures.
- The client is uncooperative, abusive, or threatening to the crew, subcontractors, auditors, inspectors, or others who must work on or visit the house.
- The extent and condition of lead-based paint in the house would potentially create further health and safety hazards.
- In the judgment of the energy auditor, any condition exists which may endanger the health and/or safety of the work crew or subcontractor, the work should not proceed until the condition is corrected.

REFRIGERATOR REPLACEMENT POLICY

The following criterion applies to replacement refrigerators:

ELIGIBILITY FOR REPLACEMENT

Weatherization Program Notice 00-5 lists the types of refrigerators that may be installed with U.S. Department of Energy (DOE) funds. Refrigerators and refrigerator-freezers with manual, automatic, or partial automatic defrost are eligible. Units must comply with UL-250 and with energy efficiency standards established in the National Appliance Energy Conservation Act of 1987 that are periodically updated. New replacement units may **not** have through-the-door ice or water service since this feature increases energy use.

To qualify for replacement, the refrigerator replacement unit must result in a savings-to-investment ratio (SIR) of 1.0 or greater.

To determine the SIR, one of the following methods must be used to determine the energy use of the existing unit:

- Refrigerator replacement analysis tools that utilize the Association of Home Appliance Manufacturers or other approved refrigerator databases.
- Meter electric usage of the existing unit utilizing an approved meter. A list of approved meters is available from the Arizona Energy Office.

METERING REQUIREMENTS

- Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.

- Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

MATERIALS

- New refrigerators shall:
  - Not exceed the size of the replaced unit.
  - Have a minimum 1-year warranty.

INSTALLATION

- The electrical outlet shall:
  - Provide the voltage specified on the ID plate of the new refrigerator.
  - Be properly grounded and/or protected with a properly functioning GFCI device.
  - Be located within reach of the refrigerator without the use of an extension cord.
  - Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
  - Meet refrigerator manufacturer's specifications for space and clearances.

- The contractor shall:
  - Deliver and install the new refrigerator.
  - Level the unit to ensure proper operation.
  - Ensure that door hinges are on the appropriate side.
  - Instruct the customer on refrigerator operation.
  - Deliver warranties and operating manuals to the customer.
  - Set temperature controls appropriately.

DISPOSAL

- The contractor shall:
  - Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.
  - Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.
  - Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
  - Remove all packing materials from the customer's premises.

REPORTING

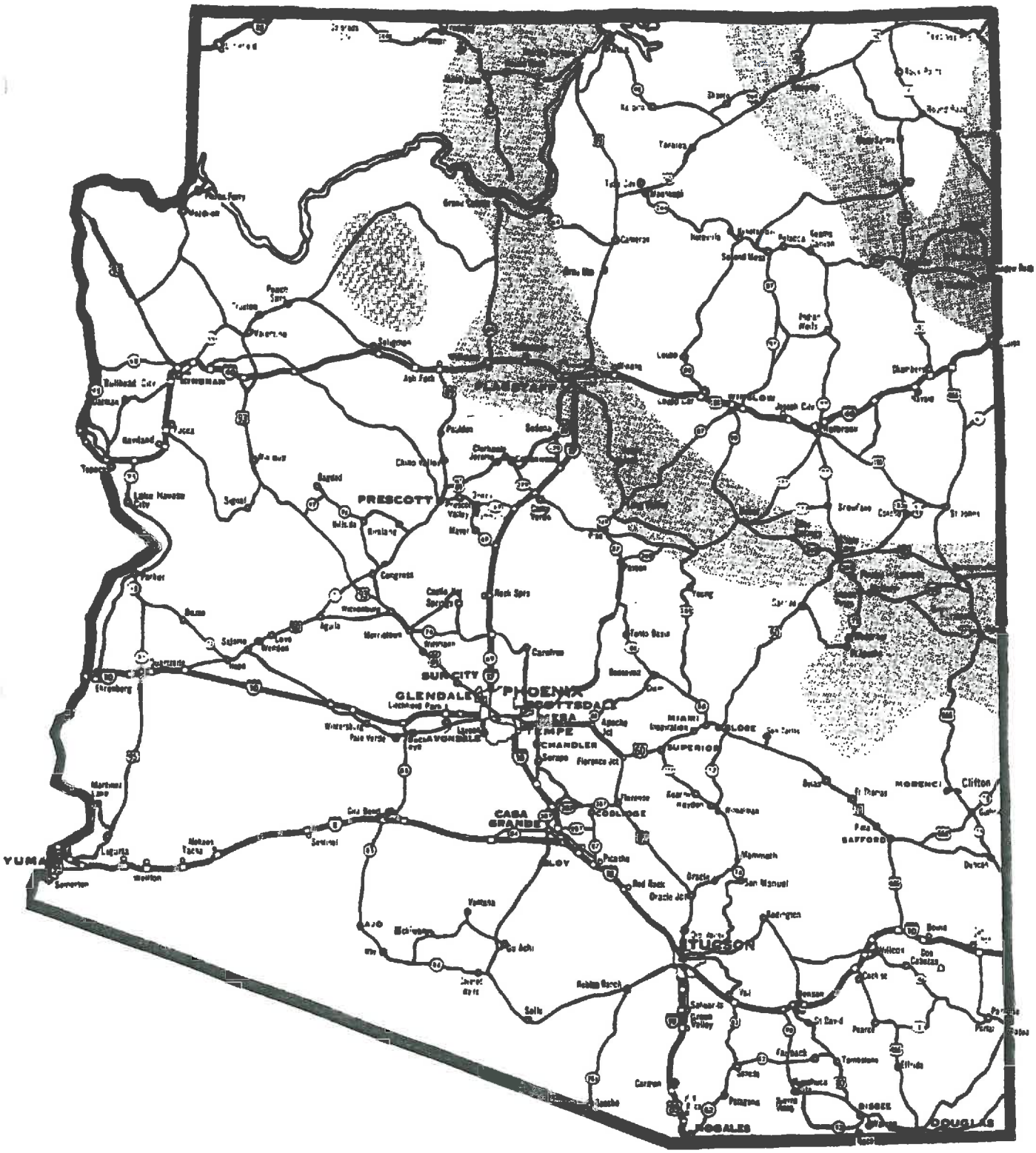
- The sub-grantee shall record the following information for both the existing and replacement refrigerators:

- Manufacturer (for years available)
- Brand
- Year of manufacture
- Model number
- Type (e.g., side-by-side, top freezer)
- Database estimated kWh/yr

- On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
- Provide saving to Investment Ratio for the replacement refrigerator.

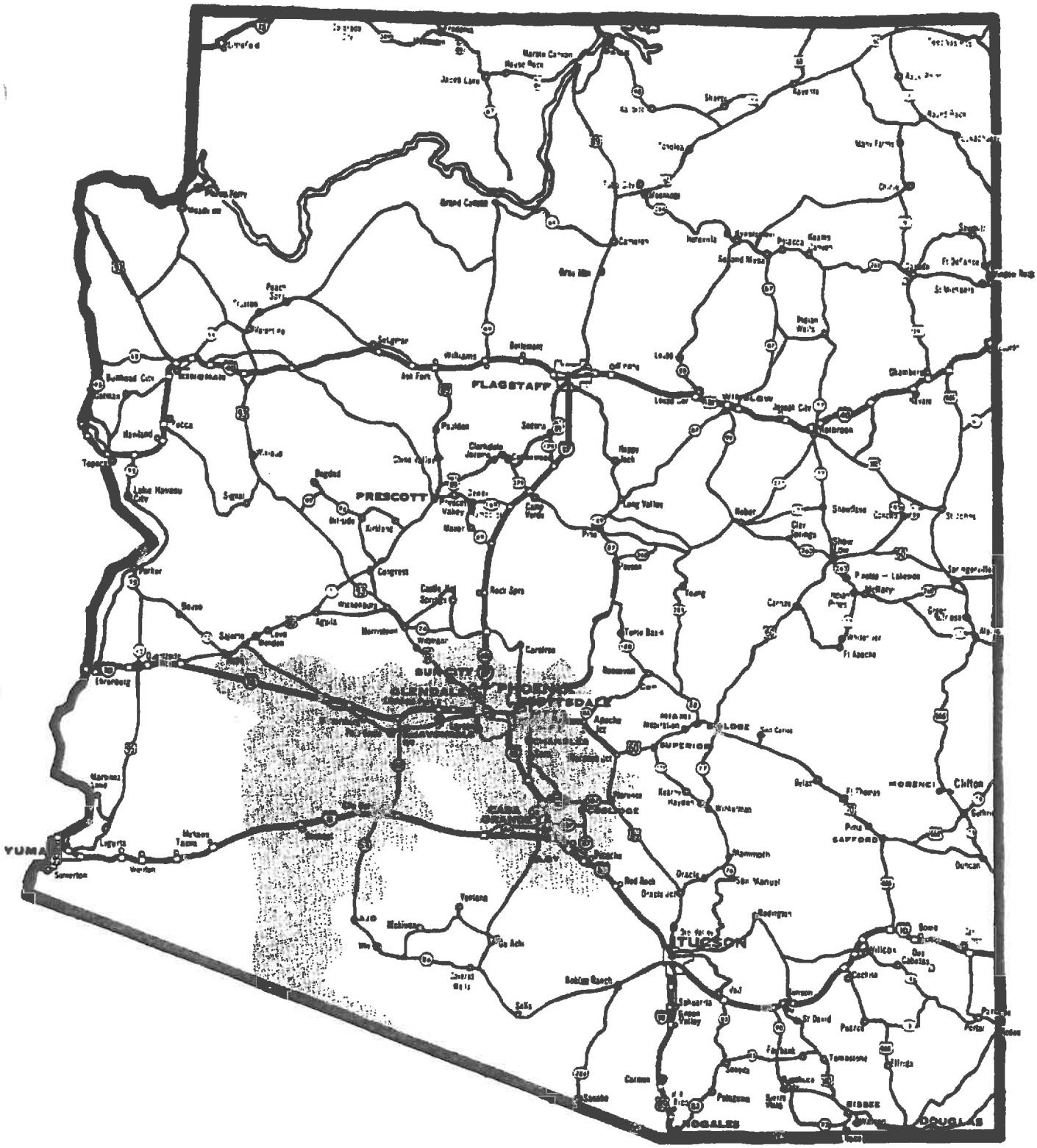
WRITTEN AUTHORIZATION

There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from the Energy Office.



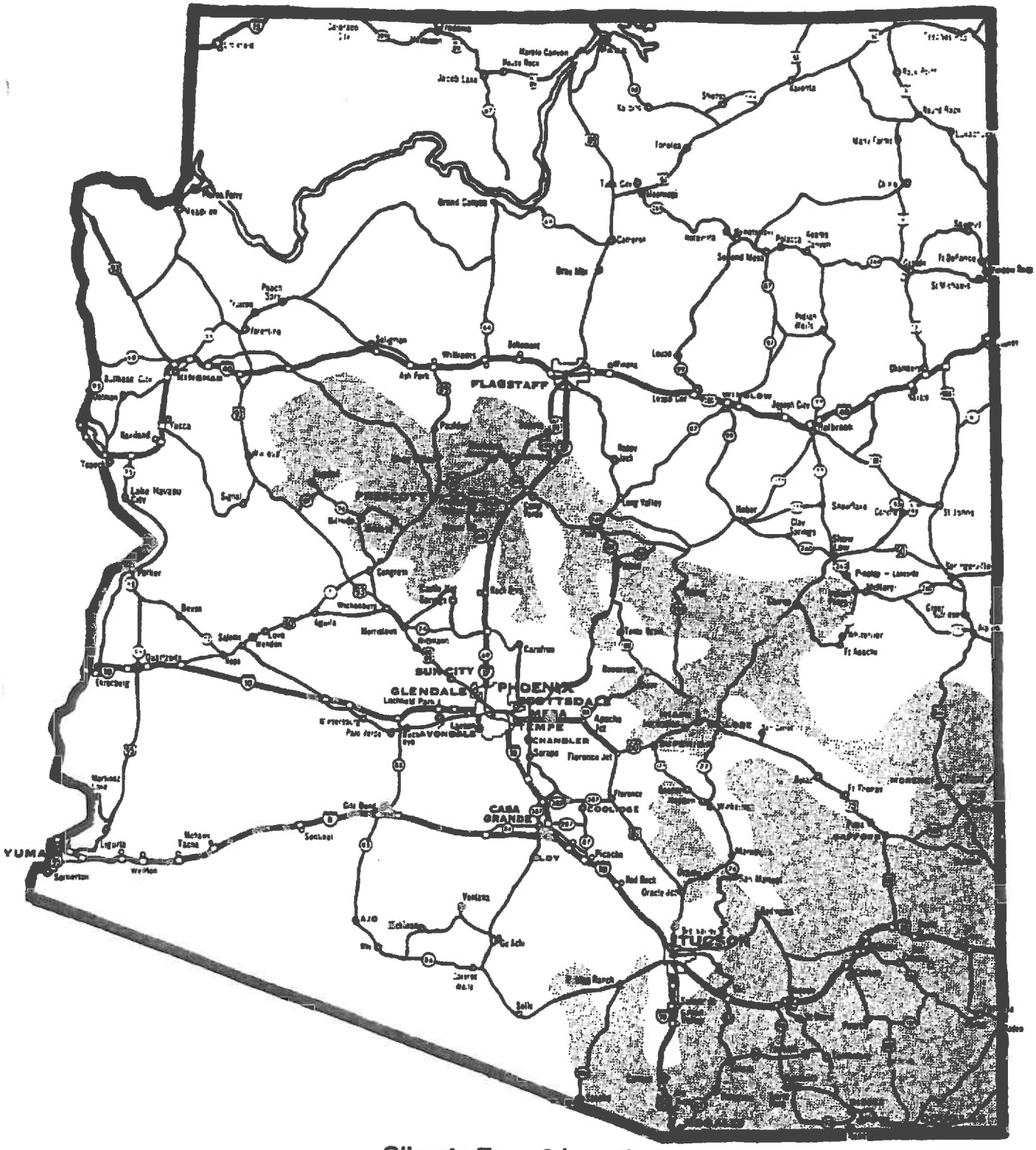
Climate Zone 1 Locations

Flagstaff
Fort Defiance
Grand Canyon
Happy Jack
Heber
Kayenta
McNary
Nutrioso
Pinetop-Lakeside
Show Low
Springerville
Whiteriver
Williams
Window Rock



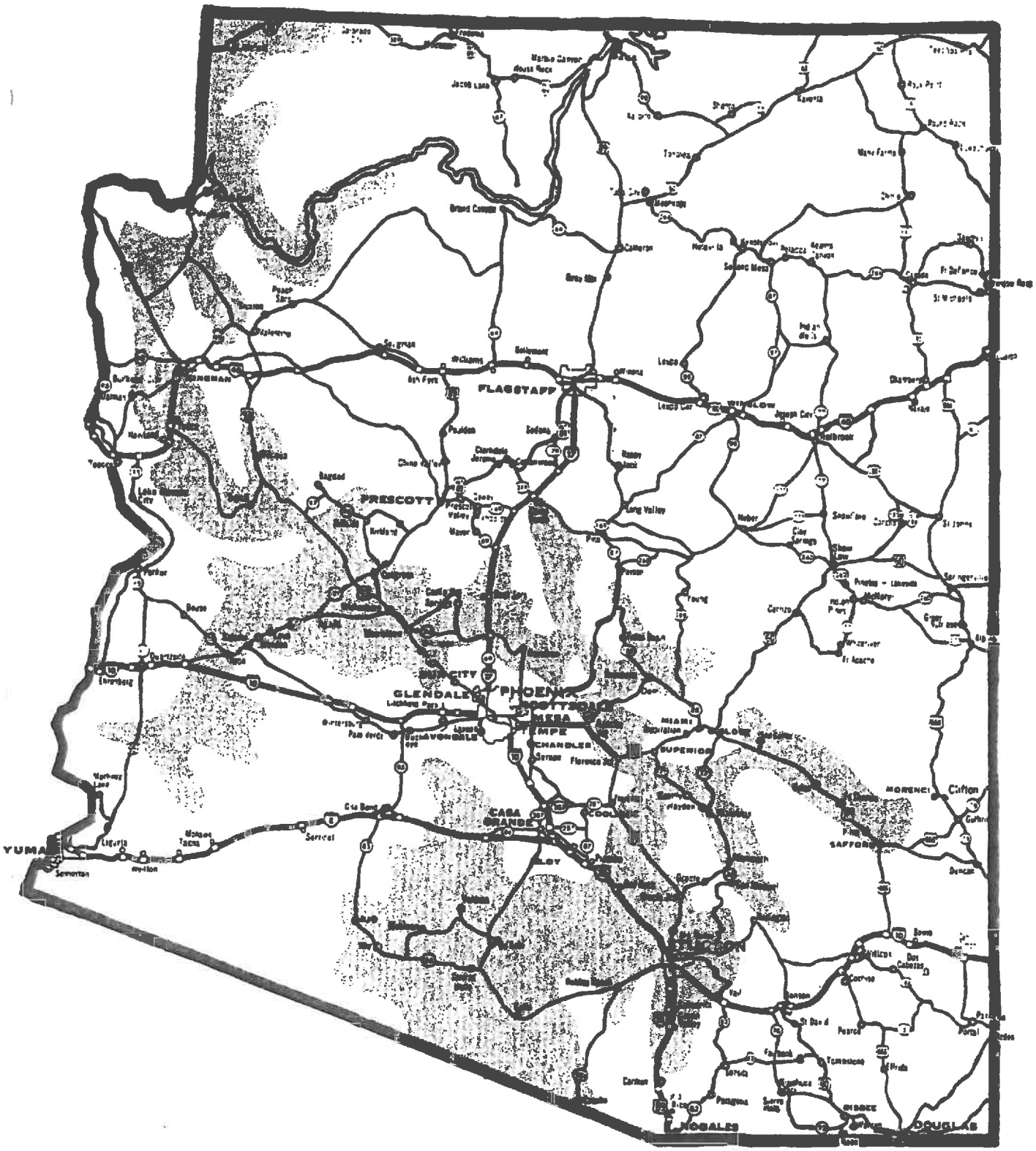
Climate Zone 2 Locations

Apache Junction
Avondale
Buckeye
Casa Grande
Chandler
Coolidge
Eloy
Florence
Gila Bend
Glendale
Litchfield Park
Mesa
Phoenix Area
Picacho
Scottsdale
Sun City
Tempe



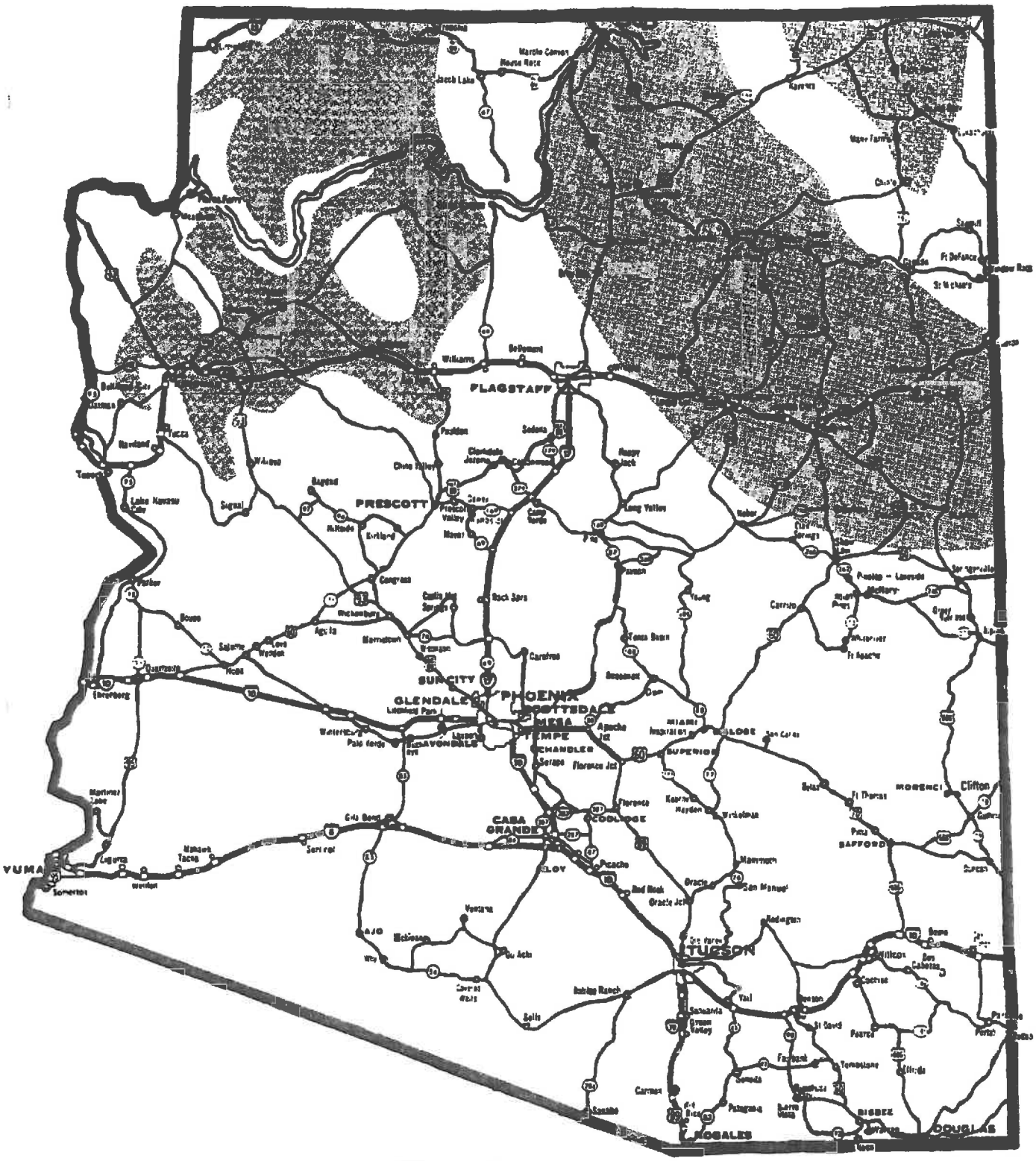
Climate Zone 3 Locations

Bagdad
Bisbee
Campe Verde
Chino Valley
Clifton
Cottonwood
Douglas
Duncan
Globe
Mayer
Miami
Nogales
Oracle
Patagonia
Payson
Prescott
Sedona
Willcox



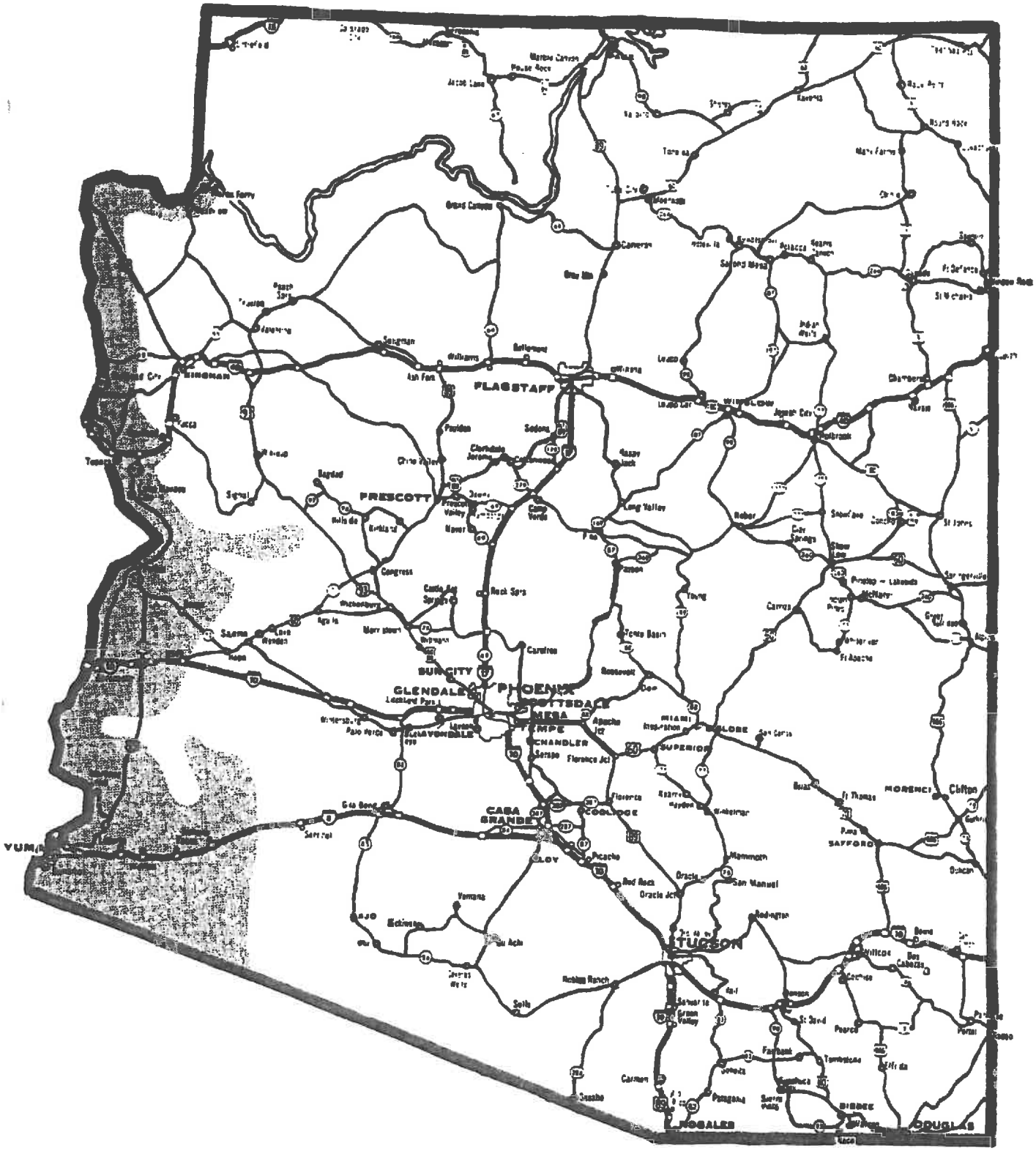
Climate Zone 4 Locations

Aguila
Ajo
Carefree
Fort Thomas
Green Valley
Gu Achi
Hayden
Kearney
Kingman
Morristown
Pima
Safford
Salome
San Carlos
Sells
South Tucson
Superior
Tucson



Climate Zone 5 Locations

Ash Fork
Colorado City
Fredonia
Holbrook
Joseph City
Keams Canyon
Mocassin
Moenkopi
Page
Peach Spring
Polacca
Saint Johns
Seligman
Snowflake
Tuba City
Winslow



Climate Zone 6 Locations

Bullhead City
Ehrenberg
Lake Havasu City
Parker
Quartzsite
Somerton
Wellton
Yuma

Consent Agenda Item Item #: 5- F

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Lorraine Dalrymple, Health Services Program Manager
Submitted By:	Lorraine Dalrymple, Health & Community Services Division
Department:	Health & Community Services Division
Division:	Health Department

Fiscal Year:	2011-2012	Budgeted?:	Yes
Contract Dates - Begin & End:	January 1, 2011 - December 31, 2012		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Amendment #3 to IGA Contract No. HG854246 with the Arizona Department of Health Services

Background Information

This renews our IGA HG854246 Amendment No 2 which was signed by the Board of Supervisors on December 1, 2009 for an additional year. The total of the grant is for $30,000.

Evaluation

This program provides family planning/reproductive health services to low-income individuals. With the departure of Planned Parenthood in Gila County and the number of teen pregnancies, this program provides an important service to the residents.

Conclusion

Without this funding low-income families would need to travel to Phoenix to receive reproductive health/family planning services.

Recommendation

The Office of Health recommends that Amendment #3 to IGA #HG854246 be approved to continue to provide these services.

Suggested Motion

Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. HG854246) between the Gila County Office of Health and the Arizona Department of Health Services in the amount of $30,000 to provide Reproductive Health/Family Planning Services under Title V for the period of January 1, 2011, through December 31, 2012.

Attachments

Link: Amendment No. 3 to Contract No. HG854246

Link: ADHS IGA HG854246

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **HG854246**	Amendment No. **3**	Procurement Specialist Christine Ruth

Reproductive Health/Family Planning

Amendment Date: September 29, 2010

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows, effective January 1, 2011:

1. Pursuant to Page Twelve (12), Special Terms and Conditions, Provision Two (2), Contract Extension, the Contract is hereby extended through December 31, 2012.

All Other Provisions Remain Unchanged

Gila County Health Department **Contractor Name** 1400 E. Ash Street **Address** Globe AZ 85533 **City** **State** **Zip**	**CONTRACTOR SIGNATURE** In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran. **Contractor Authorized Signature** Michael A. Pastor **Printed Name** Chairman of the Board of Supervisors **Title**
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. **Signature** **Date** Bryan B. Chambers, Chief Deputy County Attorney **Printed Name**	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. **State of Arizona** **Signed this _____ day of _____ 2010** **Procurement Officer**
Attorney General Contract No. **PIGA2010000344,** which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature Date Assistant Attorney General Printed Name: Ronald E. Johnson	RESERVED FOR USE BY THE SECRETARY OF STATE UNDER HOUSE BILL 2011, § A.R.S. 11-952 WAS AMENDED TO REMOVE THE REQUIREMENT THAT INTERGOVERNMENTAL AGREEMENTS BE FILED WITH THE SECRETARY OF STATE

INTERGOVERNMENTAL AGREEMENT (IGA)
Contract No. HG854246

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Reproductive Health/Family Planning **Begin Date:** 1/01/2008

Geographic Service Area: Gila County **Termination Date:** 12/31/2008

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

X	**Counties:**	**A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
	Indian Tribes:	**A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
	School Districts:	**A.R.S. §§ 11-951, 11-952, and 15-342.**
	City of Phoenix:	**Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
	City of Tempe:	**Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**
	Other:	

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege:

Federal Employer Identification No.:

Tax License No.:

Contractor Name: Gila County Health Department

Address: 5515 S. Apache Avenue, Suite 100

Globe AZ 85501

City, State Zip Code

FOR CLARIFICATION, CONTACT:

Name: David Fletcher

Phone: 928-402-8801

FAX No.: 928-425-0794

12-04-07

Signature of person authorized to sign **Date**

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

12-4-07

Signature Date

Chief Deputy County Attorney

Print Name and Title

This contract shall henceforth be referred to as Contract No. HG854246 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives a fully executed copy of the contract.

State of Arizona

Signed this 29th **day of** December, **2007**

Christine Ruth, Deputy

Chief Procurement Officer

Attorney General Contract, No. PIGA2007002730 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

12/18/07

Signature **Date**

Elizabeth Dietz

Print Name, Assistant Attorney General

RESERVED FOR USE BY THE SECRETARY OF STATE

NO. 29535

Filed with the Secretary of State

Date Filed: 12-31-07

Secretary of State

By:

1. **DEFINITION OF TERMS.** As used in this Contract, the terms listed below are defined as follows:

"Attachment" means any document attached to the Contract.
"ADHS" means Arizona Department of Health Services
"Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
"Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, any Contract Amendments and any terms applied by law.
"Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
"Contractor" means any person who has a Contract with the Arizona Department of Health Services.
"Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and the provisions of the State procurement code.
"Days" means calendar days unless otherwise specified.
"Exhibit," means any item labeled as an Exhibit.
"Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
"Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
"Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by the State, becomes an obligation of the State.
"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
"State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **CONTRACT INTERPRETATION**

2.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
2.3.4 Specifications;
2.3.5 Attachments
2.3.6 Exhibits
2.3.7 Referenced Documents

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

3. CONTRACT ADMINISTRATION AND OPERATIONS

3.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

3.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the prices stated in the original Contract shall not be increased in excess of the maximum percentage of increase stated on the Pricing Schedule.

3.3 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-336), and all other acts required for compliance with the federal funding source.

3.4 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.5 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of contract funds and by the State when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

3.6.1 *Federal Funding*. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

3.6.2 *State Funding*. Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

3.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities,

subcontractor facilities and the Contractor's processes for producing the materials for inspection of the materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

3.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

3.10 Property of the State.

3.10.1 *Equipment.* The title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

3.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4. COSTS AND PAYMENTS

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

4.2 Recoupment of Contract Payments.

4.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

4.2.2 *Contracted Services.* If the number of services provided is less than the number of services for which the

Contractor received compensation, funds to be returned to the ADHS shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term.

4.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 4.2.2, Contracted Services.

4.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

4.3 Delivery. Unless stated otherwise in this Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.

4.4 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

4.5 Applicable Taxes.

4.5.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

4.5.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

4.6 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the current fiscal year. The State may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5. CONTRACT CHANGES

5.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

5.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably

withhold approval.

6. RISK AND LIABILITY

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Mutual 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, agents, employees or volunteers.

6.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

6.4 Force Majeure.

6.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

6.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting

from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward the fulfillment of this Contract.

7. WARRANTIES

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the Contract description;
7.2.2 Fit for the intended purposes for which the materials are used;
7.2.3 Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
7.2.4 Adequately contained, packaged and marked as the Contract may require; and
7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations After Contract Expiration and Termination.

7.6.1 *Contractor's Representations and Warranties.* All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
7.6.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. STATE'S CONTRACTUAL REMEDIES

8.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

8.2 Stop Work Order.

8.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
8.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the

order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

8.6 Right to Purchase Materials or Complete Work. In the case of default, the State shall have the right to procure materials or services to replace those under this Contract in accordance with the Arizona procurement code. The State may recover any reasonable costs from the Contractor by:

8.6.1 Deduction from an unpaid balance;
8.6.2 Collection against the bid and/or performance bond;
8.6.3 An action to recover costs; and/or
8.6.4 Any combination of the above or any other remedies as provided by this Contract or law.

9. CONTRACT TERMINATION

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract.

9.6 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

9.7.1 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

10. ARBITRATION

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration as follows:

10.1 Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit, arbitration shall be used, unless all parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause;

10.2 Public Works Contracts. In all claims involving public works contracts, if the amount in controversy is less than one hundred thousand dollars, arbitration shall be used.

11. COMMUNICATION

11.1 Program Report: The Contractor shall provide program reports in a format approved by ADHS on all activities in the performance of the Contract.

11.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating its activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

12. CLIENT GRIEVANCES

The Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that results in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State. The State, at its discretion, may participate in or review all such grievances within 30 days after the Contractor has submitted its findings for the initial grievance.

13. INSURANCE

13.1 Type of Insurance. Contractor represents that it is insured and/or self-insured pursuant to:

- [x] **Counties, Cities Towns: A.R.S. §§ 11-952.01 and/or 11-981.**
- [ ] **School Districts: A.R.S. §§ 15-382 and/or 15-387.**
- [ ] **Indian Tribes/US Government: Contractor represents that it is insured and/or self-insured.**
- [ ] **Other: Maricopa Integrated Health Services A.R.S§§48-5501**

13.2.1 Sovereign Immunity. Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

14. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES

14.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained class 1 or class 2 fingerprint clearance cards in accordance with A.R.S. §§ 41-1758 et. seq. The Contractor may, when applicable, submit verification of fingerprinting and certification of an employee by the Department of Economic Security, the Department of Corrections or the Arizona Supreme Court to meet this requirement.

14.2 Supervision. The Contractor shall ensure and verify that those employees who qualify only for a restricted certification shall be supervised when providing services directly to juveniles.

14.3 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

15. ADMINISTRATIVE CHANGES

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. However, such corrections shall be allowed only to the extent that they do not change the intent of the parties or the material terms of the Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to Administrative Changes in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. FUNDING CAP CHANGES

The State shall use a Purchase Order and/or Change Order to make changes that increase and/or decrease federal Funding Caps. For purposes of this paragraph, a "Funding Cap" is defined as the total amount of money allowed by the federal funds.

17. COST REIMBURSEMENT CONTRACT CHANGES

The Contractor and the State agree that, in a Cost Reimbursement contract that is not the result of a bid under A.R.S. §§ 41-2501 et.seq., an Increase in the Total Contract Amount, or Increase in the Incremental Cost Amounts and/or relative changes to Levels of Service will not require a Contract Amendment. The State shall use a Purchase Order and/or Change Order to make these changes, and both parties acknowledge that such changes shall be the result of negotiations between the parties. For purposes of this paragraph, "Increase in the Total Contract Amount" means an increase in the total allowable costs indicated on the price sheet, and "Increase in the Incremental Cost Amounts" mean an increase in the individual allowable cost totals for listed expenses as indicated on the price sheet. Levels of Service mean the required units of a particular service. In addition to issuing the Purchase Order or Change Order, the State shall notify the Contractor of the changes in writing with an attached price sheet indicating the changes. The provisions of the Purchase Order or Change Order will be deemed to have been accepted 30 days after the date the State provides notice of the changes to the Contractor, unless within that time, the Contractor notifies the State in writing that it disputes or refuses the terms of the Purchase Order or Change Order.

18. COMMENTS WELCOME

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any

comments you may have. Please submit your comments to: Chief Procurement Officer, Department of Health Services, 1740 West Adams, Room 303, Phoenix, Arizona 85007.

1. TERM OF CONTRACT (12 months)

The term of the resultant contract shall commence January 1, 2008 and shall remain in effect for one (1) year unless terminated, canceled, or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended yearly for twelve (12) months. The total contract term, including extensions, shall not exceed a total of five (5) years from the effective date of the contract.

3. CONTRACT TERMINATION

a. The Contractor, in addition to other rights set forth elsewhere in the Contract, may at any time terminate this Contract with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

b. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of Contractor's failure to complete the Contract.

4. CONTRACT TYPE

[X] **Fixed Price**

5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) REQUIREMENTS

Contractor warrants to the State that it is familiar with the requirements of the Health insurance Portability Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Pledge to Protect Confidential Information (Confidentiality Statement) and to abide by the statements addressing the creation, use and disclosure of Confidential Information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job-related HIPAA training that is: 1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and 2) presented by a HIPAA Privacy Officer of other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

6. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. All 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.

7. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By entering into the Contract, 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 Contract. 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 Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. 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 Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

8. PANDEMIC CONTRACTUAL PERFORMANCE

The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior to or post award of a contract. At a minimum, the pandemic performance plan shall include:

a. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.

b. Alternative methods to ensure there are products in the supply chain.

c. An up to date list of company contacts and organizational chart.

In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

d. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections, if the contractor cannot perform to the standards agreed upon in the initial terms.

e. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.

f. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at is sole discretion, may reinstate the temporarily voided contract(s).

1. BACKGROUND

The mission of the Office of Women's and Children's Health (OWCH) is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." This is accomplished through the provision of community-based services and the facilitation of systems development. The OWCH administers the federal Maternal Child Health Title V Block Grant, and other federally funded programs, as well as private and state supported programs.

The OWCH, Reproductive Health/Family Planning Project is a statewide clinic-based, primary care project that provides comprehensive family planning and reproductive health services to promote optimal health to Arizona's men and women. Services include education, counseling, and medical and referral services that enable people to make voluntary, informed decisions about the quantity and spacing of their children. Project services are preventive health services that enhance maternal and infant health, and the emotional and social health of the individual and the family. The Reproductive Health/Family Planning Project's role is to: 1) promote reproductive health; 2) assist in reducing barriers to prenatal care; 3) facilitate the accomplishment of the OWCH Strategic Plan; and 4) facilitate the accomplishment of the Arizona Department of Health Services (ADHS) Year 2010 Plan.

The ADHS is designated as the state agency responsible and accountable for program goals and expenditures. ADHS provides the criteria, policies, and requirements for developing and implementing the Reproductive Health/Family Planning Project. ADHS contracts with local public and private agencies. Contractors are required to achieve and maintain certain minimum standards. Contractors may use a variety of strategies and/or service delivery systems to achieve program standards and desired outcomes. Within the framework of the Reproductive Health/Family Planning Project is the flexibility for Contractors to implement clinical programs and provide reproductive health services in a manner that suits the needs of their community.

2. OBJECTIVE

The objectives of the Reproductive Health/Family Planning Project are to:

A. Insure access to health care by providing reproductive health/family planning education, counseling, medical care, and referral services to low-income individuals living in rural underserved areas; and

B. Decrease the teen pregnancy rate by providing reproductive health/family planning education, counseling, medical care, and referral services to adolescents state wide.

3. SCOPE OF WORK

Within the structure and framework of the Reproductive Health/Family Planning Project, the OWCH has delegated responsibility to Contractors to develop, implement, and manage all aspects of the project at the local level.

Contractors shall comply with all standards and required services as outlined in the Reproductive Health/Family Planning Project Policy and Procedure Manual in developing, implementing, and managing their programs.

4. TASKS

Administration, Management, and Organization

A. The Contractor shall maintain an administrative, management, and organizational system that meets all requirements as outlined in this contract and in the Reproductive Health/Family Planning Project Policy and Procedure Manual.

B. The Contractor shall meet all project requirements, as designated in this contract and in the Reproductive Health/Family Planning Project Policy and Procedure manual.

C. The Contractor shall provide all deliverables within the time frames designated in this contract

5. PROJECT REQUIREMENTS

A. Required Services

1. The Contractor shall provide the complete spectrum of covered reproductive health/family planning methods and services in accordance with current standards as established by the American College of Obstetricians and Gynecologists, and in accordance with the Reproductive Health/Family Planning Project Policy and Procedure Manual.

2. The Contractor shall provide the following services as part of an initial and annual exam, and at other times deemed medically appropriate:

   a. Client History
   b. Client Education
   c. Counseling
   d. Physical Assessment
   e. Laboratory Testing, as medically indicated
   f. Fertility Regulation
   g. Level One Infertility Services
   h. Pregnancy Diagnosis and Counseling
   i. Adolescent Services
   j. Sexually Transmitted Disease Screening, as medically indicated
   k. Identification of Estrogen-Exposed Offspring
   l. Referral and follow-up

3. The Contractor shall make uninsured clients aware of the possibility of coverage through the Arizona Health Care Cost containment System (AHCCCS), and shall provide referrals to AHCCCS as appropriate.

B. Excluded Services

The Contractor shall not provide abortion services as a method of family planning.

C. Eligibility

The Contractor shall provide services to persons from low-income families as the highest priority. Low income for the purpose of this project shall be considered to be 150% of the Federal Poverty Level (FPL). The FPL is determined by the Federal Office of Management and Budget and is revised annually.

D. Medical Director Oversight

All medical functions for the Contractor's Reproductive Health/Family Planning Project shall be performed under protocols and/or standing orders approved by the Contractor's Medical Director, and shall be in compliance with state rules and laws.

E. Development of Written Materials for Distribution to Clients

All written materials for Reproductive Health/Family Planning clients must be prepared in accordance with the Reproductive Health/Family Planning Project Policy and Procedure Manual.

F. Nondiscrimination

Contractors shall provide family planning services without regard to religion, race, color, national origin, creed, disability, gender, number of pregnancies, marital status, age, ability to pay, sexual orientation, and contraceptive preference.

G. Voluntary Participation

1. Use of program services by any individual shall be solely on a voluntary basis. Individuals shall not be coerced to receive services or to use or not use any particular method of family planning.

2. Acceptance of reproductive health/family planning services shall not be a prerequisite to eligibility for, or receipt of, any other service or assistance from, or participation in, any other programs.

H. Confidentiality

Every provider must assure client confidentiality and provide safeguards for individuals against the invasion of personal privacy, as required by the Federal Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA) and Arizona Revised Statutes.

I. Medical Records

1. Contractor's staff shall document all pertinent information about client interactions in a confidential client medical record.

2. Clients shall have access to their own records and shall have the right to correct any inaccurate information included in the records.

3. Contractors shall follow all guidelines regarding maintenance, release, and storage of medical information, as required by HIPAA and Arizona Revised Statutes.

J. Professional and Clinic Facility Licensing and Standards

1. Clinics for the Reproductive Health/Family Planning Project shall be licensed by the ADHS as Outpatient Treatment Centers, and will meet all other applicable state and local codes.

2. The Contractor's personnel shall meet all professional certification and licensure requirements.

K. Availability and Accessibility of Clinic Services

1. Reproductive health/family planning facilities and services must be geographically accessible to the population served and should be available at times that are convenient to persons seeking services.

2. The facilities should be adequate to provide the necessary services and should be designed to ensure comfort and privacy to the client during registration and examination.

3. The facilities should be readily accessible to people with disabilities.

4. All facilities must have written plans and procedures for the management of emergencies.

L. Informed Consent

1. A written, informed consent statement shall be received from the client prior to receiving reproductive health services or medical treatment.

2. Clients choosing a prescription method of contraception shall receive a method specific consent form that must be updated annually and/or with each change of prescriptive method.

M. Project Promotion

The Contractor shall establish and implement planned activities whereby their services are made known to the community.

N. Development and Maintenance of a Community Resource and Referral Network

The Contractor shall develop a comprehensive network of available community resources that can be utilized by clients as needed.

O. Development of Partnerships/Collaborative Efforts

The Contractor shall document efforts to develop partnerships and shall coordinate activities with other agencies and organizations in their local communities that provide reproductive health/family planning services.

P. Arizona Health Care Cost Containment System (AHCCCS) Provider Reimbursement

Contractors serving AHCCCS eligible clients shall continue to monitor the need in their county to become an AHCCCS provider and maintain documentation of their efforts in becoming an AHCCCS provider.

Q. Quality Management and Improvement

Contractors shall develop a systematic process to continuously monitor the quality and appropriateness of client services, as well as look for ways to improve the Reproductive Health/Family Planning Project.

R. Payment for Services Provided

1. The Contractor shall submit invoices on the ADHS' Contractor's Expenditure Report (CER) Form, in accordance with the specifications in the Reproductive Health/Family Planning Project Policy and Procedure Manual. A Monthly Performance Report must accompany the CER.

2. When the CER Form and Monthly Performance Report have been reviewed and approved by the Program Manager, reimbursement will be authorized for the designated contracted units of service.

3. The Contractor shall maintain adequate supporting documentation to verify that units of service billed, match billable units of services provided. The supporting documentation shall also be used to verify that services were provided only to eligible clients.

4. The Contractor shall annually submit a line item budget, including all Title V funding. The contractor shall maintain and submit a quarterly accounting of expenditures by line item. The contractor shall maintain adequate supporting documentation to verify the line item budget.

S. Data Collection and Reporting

1. The Contractor shall complete the Reproductive Health/Family Planning Project Monthly Performance Report in accordance with the specifications in the Reproductive Health/Family Planning Project Policy and Procedure Manual.

2. The Monthly Performance Report shall accompany the CER. When the CER form and Monthly Performance form have been reviewed and approved by the Program Manager, reimbursement will be authorized for the designated contracted units of service.

T. Project Monitoring and Evaluation

The Program Manager will conduct an annual site review of each Contractor to assess contract compliance, to identify and recognize Contractor strengths and successes, to provide technical

assistance, and to identify opportunities for better communication between OWCH and the Contractor.

U. Contractor Reimbursement

The Contractor will be notified of a "Not to Exceed" dollar amount for all services contracted for in a certified, receipt required letter. This amount is subject to increase or decrease based upon performance and availability of funds. The ADHS, OWCH, Reproductive Health/Family Planning Project, shall not be responsible for payment above authorized limits.

V. State Provided Items

1. The OWCH will provide copies of the Reproductive Health/Family Planning Project Policy and Procedure Manual.

W. Deliverables

1. The Contractor shall submit Monthly Contractor Performance Reports by the 20th of the month following service provision. The report shall contain all information as specified in the Reproductive Health/Family Planning Project Policy and Procedure Manual.

2. The Contractor shall submit Monthly Contractor Expenditure Reports by the 20th of the month following service provision. The report shall contain all information as specified in the Reproductive Health/Family Planning Project Policy and Procedure Manual.

3. The Contractor shall submit a quarterly accounting report of expenditures by line item outlining Reproductive Health/Family Planning expenditures. The quarterly expenditure report is due by April 20, July 20, October 20, and January 20 of each contract year and shall accurately reflect the Contractor's budget and expenditures to date in accordance with instructions as outlined in the Reproductive Health/Family Planning Project Policy and Procedure Manual.

4. The Contractor shall submit an annual evaluation report of its Reproductive Health/Family Planning Project site activities by February 20th of each contracted year. This report is to be prepared in accordance with specifications outlined in the Reproductive Health/Family Planning Project Policy and Procedure Manual.

X. Acceptance

Upon delivery and acceptance of the Monthly Performance Report, the Contractor Expenditure Report, the quarterly line item budget and the Annual Report, the program manager shall authorize payment.

6. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES

A. Notices, Correspondence, Reports, and Invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Office of Women's and Children's Health
Reproductive Health/Family Planning Project Program Manager
150 North 18th Avenue, Suite 320
Phoenix, Arizona 85007-3242

B. Notices, Correspondence, and Reports from ADHS to the Contractor shall be sent to:

Gila County Health Department
David Fletcher, Director
1400 E. Ash Street
Globe, AZ 85501

C. Payments from ADHS to the Contractor shall be sent to:

Same as B above.

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
HG854246	

Type of Unit	Rate per Unit	Unit of Measure
Initial/Annual Client Visit	$240.00	Per Visit
Annual Report	$100.00	Each

Authorization for Provision of Services: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

Consent Agenda Item Item #: 5- G

Regular BOS Meeting

Date: 11/16/2010

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Vicki Aguilar, Clerk of the Superior Court

Department: Clerk of the Superior Court

Fiscal Year:	2010/2011	Budgeted?:	Yes
Contract Dates - Begin & End:	7-1-10 through 6-30-13		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Agreement No. 634280 with Great America Leasing for a Konica-Minolta BizHub C522 & a 423 copier to be used by the Clerk of the Superior Court Offices.

Background Information

The Clerk of the Superior Court's Office leases copiers for the Payson and Globe offices.

Evaluation

Due to the age of the copiers the Clerk of the Superior Court is trying to avoid downtime in the office by upgrading to new copiers.

Conclusion

The Clerk of the Superior Court's office lease copiers for Payson and Globe offices. Mr. Bryan Chambers has approved Agreement # 634280 as to form subject to an Amendment, Governmental Entities Addendum and letter of Tom J. Jaquiz of September 9, 2010 (see attachments).

Recommendation

The Clerk of the Superior Court is requesting that the Board of Supervisors approve Agreement # 634280 with Great America Leasing Corporation.

Suggested Motion

Approval of Agreement #634280 between Gila County and Great America Leasing Corporation to lease a Konica Minolta Bizhub C552 copier system and a Bizhub 423 copier system for a period of 36 months at a cost of $571.11 per month for use at the Globe and Payson Clerk of the Superior Court Offices.

Attachments

Link: Agreement with Great American Leasing Corporation

Link: Letter from Tom Jaquis re Great America Leasing Corp. Agreement

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AGREEMENT

GreatAmerica LEASING CORPORATION

GREATAMERICA LEASING CORPORATION®
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: **634280**

THIS COUNTERPART ORIGINAL OF THIS LEASE IS NOT CHATTEL PAPER. THE COUNTERPART ORIGINAL WHICH CONSTITUTES CHATTEL PAPER IS HELD BY GREATAMERICA LEASING CORPORATION.

CUSTOMER ("you" or "your")

FULL LEGAL NAME: **Gila, County of**

ADDRESS: **1400 E Ash St** **Globe, AZ 85501-1483**

VENDOR (Vendor is not Owner's agent nor is Vendor authorized to waive or alter any term or condition of this Agreement)

Interstate Copyshop

EQUIPMENT AND PAYMENT TERMS

QTY	TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES	SERIAL NO.
1	Konica Minolta bizhub C552 copier system	
1	Konica Minolta bizhub 423 copier system	

EQUIPMENT LOCATION: **1400 E Ash St Globe, AZ 85501-1483** ☐ SEE SCHEDULE

TERM IN MONTHS: **36** MONTHLY PAYMENT AMOUNT: **$571.11** (PLUS TAX) PURCHASE OPTION: FAIR MARKET VALUE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us, GreatAmerica Leasing Corporation, to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six ($26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice of your intent to return the Equipment at least 60 days prior to the End Date, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

OWNER / CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN OWNER FUNDS VENDOR FOR THE EQUIPMENT.

OWNER: **GREATAMERICA LEASING CORPORATION**	CUSTOMER: **(As Stated Above)**
SIGNATURE: DATE:	SIGNATURE: X DATE:
PRINT NAME & TITLE:	PRINT NAME & TITLE:

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Owner to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by Owner related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: X INDIVIDUAL: DATE:

0101_0510

Approved As To Form Subject to Amendment Governmental Entities Addendum and letter of Tom Jaquis of September 9, 2010

Bryan B. Chambers
Chief Deputy Gila County Attorney

Amendment

This is an amendment (hereafter "Amendment") to that certain Agreement No. 634280 (the "Agreement") by and between County of Gila ("Customer") and GreatAmerica Leasing Corporation ("Owner"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Customer and Owner have mutually agreed that the following modifications be made to the Agreement:

1. The paragraph entitled "LAW/FORUM" is hereby deleted in its entirety and replace with the following:

   "**LAW/FORUM.** This Agreement and any claim related to this Agreement will be governed by Arizona law. Any dispute will be adjudicated in a state or federal court located in Gila County, Arizona. The parties consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Owner.

GreatAmerica Leasing Corporation	County of Gila
Owner	Customer
By:	By: X
Owner Signature	Customer Signature
Print Name & Title	Print Name & Title
Date Accepted:	Date:

Approved As To Form

Bryan B. Chambers
Chief Deputy Gila County Attorney

THIS COUNTERPART ORIGINAL OF THIS LEASE IS NOT CHATTEL PAPER. THE COUNTERPART ORIGINAL WHICH CONSTITUTES CHATTEL PAPER IS HELD BY GREATAMERICA LEASING CORPORATION.

THIS COUNTERPART ORIGINAL OF THIS LEASE IS NOT CHATTEL PAPER. THE COUNTERPART ORIGINAL WHICH CONSTITUTES CHATTEL PAPER IS HELD BY GREATAMERICA LEASING CORPORATION.

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Leasing Corporation ("GreatAmerica") and Gila, County of ("Governmental Entity", "you", or "your"), which agreement is identified in GreatAmerica's records as agreement number 634280 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

GreatAmerica acknowledges that the Agreement is subject to the cancellation provisions of A.R.S. §38-511.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)	X		
	SIGNATURE	PRINT NAME & TITLE	DATE
GreatAmerica Leasing Corporation			
	SIGNATURE	PRINT NAME & TITLE	DATE

Approved As To Form

Bryan B. Chambers
Chief Deputy Gila County Attorney

CountyofGila.634280.Custom.07NA_0610

GreatAmerica℠
LEASING CORPORATION
HARD WORK • INTEGRITY • EXCELLENCE

GreatAmerica Leasing Corporation
PO Box 609
Cedar Rapids, IA 52406-0609

September 9, 2010

County of Gila
1400 E Ash Street
Globe, AZ 85501

RE: Contract between County of Gila (the "County") and GreatAmerica Leasing Corporation ("GreatAmerica") identified in GreatAmerica's records as agreement #634280 (the "Agreement").

Dear Sir or Madam:

GreatAmerica hereby warrants that it will at all times during the term of the Agreement comply with (i) all federal immigration laws applicable to GreatAmerica's employment of its employees and (ii) the requirements of A.R.S. §23-214(A) applicable to GreatAmerica (together, the State and Federal Immigration Laws"). GreatAmerica agrees that it will not engage a subcontractor to perform GreatAmerica's obligations under the Agreement, if any.

The County shall have the right, upon reasonable notice, to inspect the books and records of GreatAmerica in order to verify GreatAmerica's compliance with the State and Federal Immigration Laws.

Any breach of GreatAmerica's warranty of compliance with the State and Federal Immigration Laws shall be deemed a material breach of the Agreement, subjecting GreatAmerica to penalties up to and including termination of the Agreement, as set forth in Chapter 2, Title 23, Arizona Revised Statutes.

Sincerely,

Tom Jaquis
VP of Operations

CountyofGila.634280.ARS23-214letter.PSW.jh

Consent Agenda Item Item #: 5- H

Regular BOS Meeting

Date: 11/16/2010

Submitted For:	Marilyn Brewer, Deputy Clerk, BOS	Submitted By:	Marilyn Brewer, Clerk of the Board of Supervisors
Department:	Clerk of the Board of Supervisors		
Fiscal Year:	2010-11	Budgeted?:	Yes
Contract Dates - Begin & End:	09-15-10 through 09-14-11		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Document Conversion Services Contract with Lin-Cum, Inc.

Background Information

This is an ongoing renewal of a Contract with Lin-Cum, Inc. because Arizona Revised Statutes require that all official minutes of the Board of Supervisors be scanned and microfilmed to rollfilm for archival purposes at an off-County site. A CD of the official minutes is also prepared and retained in the County vault for future reference.

Evaluation

The archival of the Board of Supervisors' minutes is required by Arizona State statute and must be done.

Conclusion

In the past, both the minutes and the Board agenda packets were scanned and microfilmed to rollfilm for archival purposes. With the implementation of AgendaQuick, the Clerk of the Board's Department will now only be microfilming the minutes because AgendaQuick has the ability to store the Board Agenda packets and I will be able to archive them on a CD at a savings to the County.

Recommendation

It is recommended that the Document Conversion Services Contract with Lin-Cum, Inc. be renewed for another year.

Suggested Motion

Approval of a Document Conversion Services Contract between the Gila County Board of Supervisors and Lin-Cum, Inc. to meet Arizona Revised Statutes' requirement that all official minutes of the Board of Supervisors be scanned and microfilmed to rollfilm for archival purposes at an off-County site for the period September 15, 2010, through September 14, 2011.

Attachments

Link: Lin-Cum, Inc. Document Conversion Services Contract 11-16-10

Confidential

LIN-CUM, INC.
3020 W. Windsor
Phoenix, AZ 85009
(602)233-1230
(800)224-1230
Fax (602)233-1393
e-mail clientservicing@lincum.com
Hi-speed download: chuckc1@cox.net

DOCUMENT CONVERSION SERVICES CONTRACT

LIN-CUM, INC., an Arizona Corporation with Federal Tax I.D. #86-0458048 located at 3020 W. Windsor Ave. in Phoenix, Arizona, herein agrees to perform the document services described in the paragraphs below.

This agreement is made between LIN-CUM, INC. (hereinafter referred to as LIN-CUM) and Gila County Board of Supervisors; 1400 E. Ash Street, Globe, Arizona 85501, (hereinafter referred to as "the County.") The terms, conditions, and pricing stated herein may be applied to the same or similar projects. However, any dissimilarities in document sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. The agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice 30 days prior to such termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail, regardless of volumes serviced.

I. APPLICATIONS: **EST. VOLUME**

Based upon 2009 file conversions:
Agenda & Items & Board Minutes

7,361 pgs; 95 indexes

II. PROPOSED PROCEDURES:

Film and process to archival microfilm, and scan to electronic format.

Pick up and prepare records for filming and scanning; documents are usually pre-prepared; staples removed, etc. **Archival microfilm to rollfilm for archival purposes; digitize and index to CD-R, for administrative and research purposes, with one backup set for disaster planning.**

The records are microfilmed to rollfilm and archivally processed; boxed, titled and indexed. The images are then scanned to TIFF image format and QC verified. The records will be indexed by Classification and Date or Number. All images will be verified by the scanning

technician as properly aligned, clearly readable, with no streaks or smudges. For any document/page which is illegible or of such quality that correction requires replacement or alteration, to prevent alteration of the document, all attempts will be made to obtain a replacement copy of the page or document. If a better copy is not available, the illegible or poor quality document/page will be identified with a stamp ("Poor Quality Original"), in the upper right corner of the page/image."

The files will then be compiled and burned to a "master" CD-R, for each year as requested, and a duplicate set will be produced for the County's research files. The "master" set is preserved in the vaults at LIN-CUM for backup and disaster recovery or other equivalent facility of the County's choosing. A copy of the software for installing and/or reviewing the documents on the CD-R/DVD, will be included on each CD-R/DVD provided to the County.

At the time LIN-CUM picks up the records, it will have the authorized County representative sign a Certificate of Authenticity certifying that the records being picked up are original documents or facsimiles thereof. Likewise, when LIN-CUM converts the files to TIFF or PDF image files and records them on the CD-R, a LIN-CUM technician will sign the Certificate of Authenticity and include same on the County's CD-R. However, this certification is only valid for the records as they reside on the CD-R. Once the files are uploaded or moved to another storage medium, LIN-CUM can no longer vouch for the authenticity of THOSE files.

An Arizona DLAPR Certificate of Compliance shall also be completed by LIN-CUM and submitted to the County for completion and forwarding to AZ DLAPR.

The original source document files shall be retained at LIN-CUM for up to 90 days from date of receipt by the County, free, for the County representative to verify and accept the CD-R files. At that time, at the discretion of the County representative, the paper documents shall be shredded and certified-destroyed by LIN-CUM at the fee listed or returned to the County at the standard transport charge or whenever the next pickup is scheduled at no charge.

III.	**CONVERSION - UNIT PRICING:**	**Roll film & CD-R**
	Pickup and delivery, maximum per trip*	$ 55.00
	Set up and step testing, per appl.	9.00
	Document Sort/Preparation if required; per hour	15.50
	Archival Microfilming- letter/legal size; per image	.029
	Archival Microfilming- maps, drawings to 35mm film; per sheet	.35
	Scanning - standard size (letter/legal); per image	.062
	Scanning- maps, drawings to standard formats; per sheet	1.10
	Microfilmed image scanning to electronic images	.068
	Microfiche jacket image scanning to electronic images	.068
	Electronic indexing (per field)	.07
	Compiling & producing CD-1st CD	60.00
	- add'l. CDs	40.00

Duplicating (incl. CD and labeling); per disk	25.00
Shredding and certified destruction, per box	5.00
Vault storage: Masters-Annual charge**;	
Original Microfilm jackets; per thousand	64.00
Original Rollfilm; per roll	4.20
CD/DVD; per disk	12.50

Unit prices shall prevail, when actual volumes are not as estimated

* Maximum to be charged per trip; may be less, as trip charges are apportioned to all clients serviced on the same trip.

** Minimum charge of $2.00 per month will apply

IV. UNIT PRICING, EXTENDED TO 7,361 PAGES, 95 INDEXES PER YEAR:

Procedure	**Unit Charge**	**Qty.**	**Extended***
			Microfilm & CD-R
Set up and step testing	9.00	2	$ 18.00
Document Sort/Preparation, per hour	15.50	14.3	221.65
Filming	.029	7,361	213.47
Scanning	.062	7,361	456.38
Electronic indexing (per field; 2)	.07	95	6.65
Compiling & producing CD-1st CD	60.00	3	180.00
- add'l. CDs	40.00		0
Duplicating (incl. labeling); per disk	25.00	3	75.00
Shredding and certified destruction; per box	5.00	3	15.00
Total annual			**$1,186.15**
Vault storage: Masters-Annual charge**			
Microfiche; per thousand	64.00	632	$ 40.45
Roll film; per roll	4.20	4+3	29.40
CD-R/DVD; per disk	12.50	2+1	37.50
			$ 107.35

* Plus applicable sales taxes and shipping charges

** Minimum charge of $2.00 per month

V. TURNAROUND PROPOSED

Standard scheduled turnaround for microfilming averages 8 hours per 3,000 images; for scanning averages 8 hours per 1,500 images. Therefore, the entire job could be done at one time, in approximately one week. Shorter turnarounds may be arranged as required. Access to records while in production is available upon customer-authorized request, with copies faxed to the requestor as needed. Records are stored for up to 90 days after filming/scanning, (free), to allow time for media approval. Records are then returned or destroyed at the County's request.

VI. QUALITY ASSURANCE

All jobs are quality checked at each stage; prep., filming/scanning, processing, titling and indexing, duplicating, and final. Film chemicals and film are tested at the beginning of every job and each roll. Only deep bath, five-stage processing is used, to assure longevity of the

film. Any workmanship or material discrepancies are re-filmed/scanned at no charge.

VII. DATA PROTECTION/LIABILITY ASSUMPTION

LIN-CUM is liability-insured for coverage amounts in compliance with the requirements of the State of Arizona agencies. All LIN-CUM employees are bonded by Employee Agreement against dissemination or disclosure of confidential information.

VIII. ARCHIVAL CERTIFICATION

Methylene Blue testing (residual thiosulphate) is done routinely to insure archival quality. This testing is in compliance with Federal Regulations 1230, Sec. 36, ANSI/NAPM IT9.1-1992, and PH4.8-1985, (archival for >100 years minimum). This periodic assurance testing is normal procedure for which there is no additional charge.

LIN-CUM cannot certify archival quality of optical/laser disk-stored data, beyond that of the media manufacturers, which vary from 30-100 years. LIN-CUM suggests re-copying laser disk recorded data every five (5) years or less, thereby "restarting the clock" for another such period. This will ensure long-term preservation, until such time as archivability can be properly tested and assured throughout the industry. The Florida State Legislature, in 1997, accepted laser/optical disk as an archival solution, as long as they are recopied every 10 years.* Arizona State Supreme Court has also approved procedural use of CD/OD for archiving their court files with periodic recopying procedure, or recopied during technology migration, whichever comes first.**

*** Florida State Legislature ruling as reported in *Imaging Magazine*, October 1997.**

**** LIN-CUM participated in reviewing and inputting to the Arizona State Supreme Court standards and procedures, adopted in 1998;**
http://www.supreme.state.az.us/cot/Standards/Standards_default.htm

IX. TERMS

Monthly invoices will be submitted for work completed during that period. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the work that was performed, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date, provided the work has been completed in a satisfactory manner, unless official notification has been provided by the County that the work as listed on the invoice has not been completed in a satisfactory manner.

X. GOVERNING LAW

Both parties agree that this contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

XI. CANCELLATION

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE

LIN-CUM hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to LIN-CUM's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). LIN-CUM shall further ensure that each subcontractor who performs any work for LIN-CUM 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 LIN-CUM and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of LIN-CUM'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 LIN-CUM 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, LIN-CUM 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 as soon as possible so as not to delay project completion.

LIN-CUM 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 LIN-CUM.

This agreement will become effective on September 15, 2010, and shall remain in force for a period of twelve (12) months. The agreement may be extended for up to twelve (12) months by mutual agreement of LIN-CUM and the County. However, either party may terminate this Agreement by providing the other party at least thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to LIN-CUM's document conversion services. The County hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of LIN-CUM only by an authorized officer/representative of LIN-CUM.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement.

IN WITNESS WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

LIN-CUM, INC. ACCEPTANCE:

By_____
Charles C. Cummins, Jr.
Title Vice President–Client Servicing____

Date _____

GILA COUNTY ACCEPTANCE:

By_____
Michael A. Pastor,
Title _Chairman, Board of Supervisors

Date_____

APPROVED AS TO FORM:

By_____
Bryan B. Chambers
Title Chief Deputy County Attorney__

Date _____

Consent Agenda Item Item #: 5- I

Regular BOS Meeting

Date: 11/16/2010

Submitted For: Board of Supervisors

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

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

Board of Supervisors' appointment of a Gila County representative to the County Supervisors Association (CSA) Legislative Policy Committee (LPC).

Background Information

County supervisors provide regional leadership over critical policy areas, including policies necessary to ensure safe communities, protect public health, promote economic development, and plan and manage land use for sustainable development. Supervisors also provide important oversight of county operations, including overseeing strategies to promote sound fiscal management and to develop a high-quality county government workforce.

For more than 30 years, the CSA has served as a non-partisan forum for county officials to address important issues facing local constituents, providing a mechanism to share information and to develop a proactive state and federal policy agenda.

CSA membership includes the 55 elected supervisors from Arizona's 15 counties. The association's efforts are strengthened by the involvement of top-level county professional staff, who provide technical expertise necessary to inform policy discussions.

All supervisors serve on the CSA Board of Directors and provide input into organizational strategy and the evaluation of operational performance. Annually, the Board elects six members to serve in CSA leadership positions. Each county appoints a representative to the Legislative Policy Committee (LPC). The LPC meets as often as necessary to evaluate legislative measures and make policy recommendations to the full Board.

Evaluation

Each year the Board of Supervisors appoints a Gila County representative to serve on the CSA Legislative Policy Committee to serve for one calendar year. District II Supervisor Mike Pastor's term of office will end on December 31, 2010; therefore, it is now the time to elect a new CSA LPC Gila County representative for 2011. District I Supervisor Tommie Martin has volunteered to represent Gila County on this committee for 2011.

Conclusion

It is appropriate to place this issue before the Board of Supervisors at this time to appoint a CSA LPC Gila County representative for calendar year 2011.

Recommendation

It is recommended that the Board of Supervisors appoint a Gila County representative to serve on the CSA LPC for calendar year 2011.

Suggested Motion

Approval to appoint Supervisor Tommie Martin to serve as a representative of Gila County on the County Supervisors Association Legislative Policy Committee for calendar year 2011.

Attachments

Link: CSA LPC Membership List & Overview

County Supervisors Association of Arizona

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

Legislative Policy Committee
♦ Overview ♦

Purpose: Under CSA by-laws (Article 11), the LPC implements the legislative program adopted by the Board.

Membership: Fifteen members—the six CSA Executive Committee officers and one representative from each county not represented by an officer. Meetings are open to all CSA members.

Voting Policy: Two-thirds of the entire LPC may adopt a position on behalf of CSA regarding any issue before the state legislature or U.S. Congress that is not addressed in the Board's legislative program.

Meetings: The LPC meets as often as necessary during regular and special sessions of the legislature. During the regular session, meetings are scheduled at least once per month, although the LPC meets frequently when evolving issues demand rapid response or sustained attention. Telephonic participation is permitted.

Activities: The LPC is critical to the success of CSA's coalition strategy. Supervisors bring the credibility and influence necessary to inform state legislators of the needs of local constituencies. Accordingly, participants in the LPC will be engaged in the following activities:

- Review legislation and make recommendations to the Board
- Direct lobbying of state and federal leaders
- "Speakers Bureau" participation, helping to communicate the coalition's message points to local audiences
- Authoring Op-Ed pieces
- Testifying before committees
- Serving as a catalyst to involve board colleagues in CSA legislative activities

CSA will provide staff support regarding these activities.

COUNTY SUPERVISORS ASSOCIATION

Legislative Policy Committee
Membership

		2010	Proposed for 2011
Apache County	~	John Lee	
Cochise County	~	Pat Call	
Coconino County	~	Liz Archuleta	Liz Archuleta
Gila County	~	Michael Pastor	
Graham County	~	Jim Palmer	
Greenlee County	~	Richard Lunt	Richard Lunt
La Paz County	~	John Drum	
Maricopa County	~	Andrew Kunasek	
Mohave County	~	Gary Watson	
Navajo County	~	David Tenney	David Tenney
Pima County	~	Sharon Bronson	
Pinal County	~	Pete Rios	
Santa Cruz County	~	Manny Ruiz	
Yavapai County	~	Carol Springer	
Yuma County	~	Lenore Stuart	Lenore Stuart

Item #: 5- J

Regular BOS Meeting
Date: 11/16/2010

Reporting Period: Clerk of Superior Court's Report for the Months of August and September 2010
Submitted For: Anita Escobedo, Clerk of the Superior Court
Submitted By: Vicki Aguilar, Clerk of the Superior Court

Information

Subject

Clerk of Superior Court Report for the months of August and September 2010

Suggested Motion

Approval of the August and September 2010 monthly departmental activity reports submitted by the Clerk of the Superior Court.

Attachments

Link: Clerk of Court Financial report for August 2010

Link: Clerk of Court Financial report for September 2010

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

AUGUST, 2010

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

Anita Escobedo

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

AmCad

Report generated on : 9/2/2010 9:47:20 AM

Criteria : From Date : 8/1/2010 To Date :8/31/2010

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
Agency Name :							
		DUMMY FUND ACCOUNT			53.00		53.00
Agency Name : BOND POSTED - THIS COURT							
ZBND	BOND POSTED - THIS COURT	BOND POSTED - THIS COURT	9100.00				9100.00
Agency Name : D.A.R.E. PROGRAM							
ZDARE	D.A.R.E. PROGRAM	D.A.R.E. PROGRAM	60.00				60.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND							
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ELECTED OFFICIALS RETIRE. FUND	2667.09		-0.46		2666.63
Agency Name : GILA COUNTY TREASURER							
ZCNTY	GILA COUNTY TREASURER	30% INTERSTATE COMPACT	60.00				60.00
		ADMINISTRATIVE INDIGENT ASSESSMENT	290.61				290.61
		ALTER. DISPUTE RESOLUTION FUND	60.91		-0.01		60.90
		ATTORNEY FEE REIMBURSEMENT	780.00				780.00
		AZ LENGTHY TRIAL FUND	450.00				450.00
		BASE FEES (GENERAL FUND)	5555.96		-0.96		5555.00
		BASE FINES	8746.08				8746.08
		CHILDREN ISSUES EDUC FUND	656.88		-50.00		606.88
		CLEAN ELECTIONS FUND	1154.32				1154.32

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	CONFIDENTIAL INTERMEDIARY FUND	44.14		-0.01		44.13
		COUNTY JUV DETENTION	498.84				498.84
		COUNTY LAW LIBRARY FUND	2666.99		-0.46		2666.53
		CRIMINAL JUSTICE ENHANCE FUND	5434.07				5434.07
		DNA STATE SURCHARGE	664.54				664.54
		DOCUMENT STOR. & RETRIEVAL FND	1321.33				1321.33
		DOM. VIOL.-CHLD ABUSE PREV FND	336.07		-0.06		336.01
		DOMESTIC RELATIONS EDUCATION	270.93				270.93
		DOMESTIC VIOLENCE SHELTER FUND	1546.41		-0.27		1546.14
		DRUG & GANG ENFORCEMENT FINES	3461.08				3461.08
		DRUG & GANG ENFORCEMENT FUND	227.66		-0.03		227.63
		DRUG COURT FEE FUND	720.00				720.00
		DUI ABATEMENT FUND	135.00				135.00
		EXPEDITED CHILD SUPPORT AND	894.05				894.05
		EXPERT WITNESS FUND	900.00				900.00
		EXTRA ADULT PROBATION ASMNT	1076.53				1076.53
		EXTRA JUV PROBATION ASMNT	599.44				599.44
		EXTRADITION REIMBURSEMENT	160.00				160.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	FILL-THE-GAP SURCHARGE (7%)	808.01				808.01
		GEN JURIS CONCILIATION COURT	1814.63				1814.63
		GILA COUNTY ATTORNEY - 60%	5778.70				5778.70
		GILA COUNTY CLERK OF THE COURT - 10%	963.11				963.11
		GILA COUNTY SUPERIOR COURT - 30%	2889.36				2889.36
		JAIL (INCARCERATION) FEES	134.81				134.81
		JUDIC. COLLECT. ENHANCE. FUND - LOCAL	1309.39		-0.23		1309.16
		JUDIC. COLLECT. ENHANCE. FUND - STATE	2975.73		-0.51		2975.22
		JUDICIAL COLLECT ENHANCE FUND - LOCAL	167.50				167.50
		JUDICIAL COLLECT ENHANCE FUND - STATE	314.50				314.50
		JUVENILE PROBATION SERV FEES	1647.87				1647.87
		LOCAL COSTS/FEES - NSF	50.00				50.00
		MEDICAL SERVICES ENHANCE FUND	1502.63				1502.63
		MISCELLANEOUS FEES	40.24				40.24
		PASSPORT APPLICATION FEES	825.00				825.00
		PRISON CONSTRUCTION AND	1838.06				1838.06
		PROB SURCH 2006	161.70				161.70
		PROBATION FEE ADULT	16045.81				16045.81

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	PROBATION SURCHARGE ($5.00)	20.04				20.04
		PUBLIC DEFENDER FEES	395.00				395.00
		PUBLIC SAFETY EQUIPMENT FUND	1050.00				1050.00
		SPOUSAL MAINTENANCE FUND	134.59				134.59
		STATE TREASURER - GENERAL FUND	3064.05				3064.05
		VICTIMS ASSISTANCE FUND	140.00				140.00
		VICTIMS RIGHTS IMPLEMENTATION	175.00				175.00
		XTRA DUI ASSMT	58.70				58.70
Agency Name : JUVENILE FAMILY COUNSELING FEE							
ZJFC	JUVENILE FAMILY COUNSELING FEE	JUVENILE FAMILY COUNSELING FEE	10.00				10.00
Agency Name : RESTITUTION							
ZREST	RESTITUTION	RESTITUTION	12847.43				12847.43
		Total:	**107700.79**		**0.00**		**107700.79**
					LESS SHADED AREAS:		-24,737.06
							$82,963.73

Anita Escobedo, Clerk of the Court
Gila County Superior Court
1400 E. Ash St.
Globe, AZ 85501
http://www.supreme.state.az.us/gilasc/clerk/clerk.html

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of AUGUST, 2010.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 9TH day of September, 2010.

Deputy

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

SEPTEMBER, 2010

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

AMCAD

Report generated on : 10/1/2010 9:36:46 AM

Criteria : From Date : 9/1/2010 To Date :9/30/2010

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
Agency Name :							
		DUMMY CHASE TRANSFER ACCT			-35554.76		-35554.76
Agency Name : BANK OF THE WEST							
BOW	BANK OF THE WEST	DUMMY DISB CHASE ACCT			35554.76		35554.76
Agency Name : BOND POSTED - THIS COURT							
ZBND	BOND POSTED - THIS COURT	BOND POSTED - THIS COURT	4000.00		-7500.00		-3500.00
Agency Name : D.A.R.E. PROGRAM							
ZDARE	D.A.R.E. PROGRAM	D.A.R.E. PROGRAM	75.00				75.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND							
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ELECTED OFFICIALS RETIRE. FUND	3124.45				3124.45
Agency Name : GILA COUNTY TREASURER							
ZCNTY	GILA COUNTY TREASURER	30% INTERSTATE COMPACT	147.00				147.00
		ADMINISTRATIVE INDIGENT ASSESSMENT	560.00				560.00
		ALTER. DISPUTE RESOLUTION FUND	71.43				71.43
		ANTI-RACKETEERING FUND-COUNTY	100.00				100.00
		ATTORNEY FEE REIMBURSEMENT	1815.00		270.00		2085.00
		AZ LENGTHY TRIAL FUND	855.00				855.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	BASE FEES (GENERAL FUND)	6564.80				6564.80
		BASE FINES	2928.28				2928.28
		BOND FORFEITURES			7500.00		7500.00
		CHILDREN ISSUES EDUC FUND	354.07		-50.00		304.07
		CLEAN ELECTIONS FUND	264.48				264.48
		CONFIDENTIAL INTERMEDIARY FUND	52.02				52.02
		COUNTY JUV DETENTION	240.44				240.44
		COUNTY LAW LIBRARY FUND	3124.37				3124.37
		CRIMINAL JUSTICE ENHANCE FUND	1498.13				1498.13
		DNA STATE SURCHARGE	126.39				126.39
		DOCUMENT STOR. & RETRIEVAL FND	1497.63				1497.63
		DOM. VIOL.-CHLD ABUSE PREV FND	393.64				393.64
		DOMESTIC RELATIONS EDUCATION	122.31				122.31
		DOMESTIC VIOLENCE SHELTER FUND	1811.32				1811.32
		DRUG & GANG ENFORCEMENT FINES	1389.53				1389.53
		DRUG & GANG ENFORCEMENT FUND	266.84				266.84
		DRUG COURT FEE FUND	350.00				350.00
		DUI ABATEMENT FUND	50.00				50.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	EXPEDITED CHILD SUPPORT AND	403.64				403.64
		EXPERT WITNESS FUND	480.00				480.00
		EXTRA ADULT PROBATION ASMNT	1340.22				1340.22
		EXTRA JUV PROBATION ASMNT	549.54				549.54
		EXTRADITION REIMBURSEMENT	276.29				276.29
		FILL-THE-GAP SURCHARGE (7%)	185.12				185.12
		GEN JURIS CONCILIATION COURT	1214.64				1214.64
		GILA COUNTY ATTORNEY - 60%	4424.68				4424.68
		GILA COUNTY CLERK OF THE COURT - 10%	737.45				737.45
		GILA COUNTY SUPERIOR COURT - 30%	2212.33				2212.33
		JAIL (INCARCERATION) FEES	50.00				50.00
		JUDIC. COLLECT. ENHANCE. FUND - LOCAL	1533.95				1533.95
		JUDIC. COLLECT. ENHANCE. FUND - STATE	3486.03				3486.03
		JUDICIAL COLLECT ENHANCE FUND - LOCAL	217.80		-3.00		214.80
		JUDICIAL COLLECT ENHANCE FUND - STATE	410.20		-9.00		401.20
		JUVENILE PROBATION SERV FEES	1971.05				1971.05
		MEDICAL SERVICES ENHANCE FUND	405.60				405.60

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	MISCELLANEOUS FEES	57.96				57.96
		PASSPORT APPLICATION FEES	775.00				775.00
		PRISON CONSTRUCTION AND	540.00				540.00
		PROB SURCH 2006	151.94				151.94
		PROBATION FEE ADULT	15189.30		-323.00		14866.30
		PROBATION SURCHARGE ($5.00)	11.13				11.13
		PUBLIC DEFENDER FEES	500.00				500.00
		PUBLIC SAFETY EQUIPMENT FUND	50.00				50.00
		SPOUSAL MAINTENANCE FUND	93.45				93.45
		STATE TREASURER - GENERAL FUND	2621.39		65.00		2686.39
		VICTIMS ASSISTANCE FUND	343.00				343.00
		VICTIMS RIGHTS IMPLEMENTATION	225.00				225.00
		XTRA DUI ASSMT	20.00				20.00
Agency Name : OVERPAYMENT REFUNDED							
ZOVR	OVERPAYMENT REFUNDED	OVERPAYMENT REFUNDED			50.00		50.00
Agency Name : RESTITUTION							
ZREST	RESTITUTION	RESTITUTION	23439.16				23439.16
		Total:	**95698.00**		**0.00**		**95698.00**

LESS SHADED AREAS: - 26,688.61

Neg. balance from bonds + 3,500.00

$72,509.39

Anita Escobedo, Clerk of the Court
Gila County Superior Court
1400 E. Ash St.
Globe, AZ 85501
http://www.supreme.state.az.us/gilasc/clerk/clerk.html

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of SEPTEMBER, 2010.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 13TH day of October 2010.

Deputy

Item #: 5- K

Regular BOS Meeting
Date: 11/16/2010

Reporting Period:	Recorder's Office Monthly Report for August 2010		
Submitted For:	Dawn Caldera, Chief Deputy Recorder	**Submitted By:**	Dawn Caldera, Recorder's Office

Information

Subject

Recorder's Office monthly report for August 2010.

Suggested Motion

Approval of the August 2010 monthly departmental activity report submitted by the Recorder's Office.

Attachments

Link: Recorder's August 2010 Monthly Report

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF AUGUST 2010

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Tomerlin Dalton, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
095527 SEP 15 2

DATE 9/14/10

DEPOSIT TO FUND General Fund Number 1005/105

REMITTING DEPT Recorder (120)

FOR PERIOD August 2010

Account Code	Revenue Description		Amount	
1005-120-3400.99	105.01.120.4612	Recording Fees	$14542	99
7143-120-3400.99	554.01.120-4777	Assessor storage	$4294	—
7145-120-3400.99	555.01.120.4775	Recorder storage	$4672	—
7147-120-3400.99	557.01-120-4774	computer services	$1986	60
7146-120-3400.99	556-01-120-4776	County mine fee	$ 22	40
			$25,519	99

Authorized Signature Sadie Pomeroy Title Recorder

SUMMARY OF DEPOSIT

Currency		
Coins		
Checks	25,	~~22~~ $19.99
Total	25,	~~22~~ $19.99

TREASURER By R. Rivas Date 9-15-10

TREASURER

53974

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR	AUGUST 2010			
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	$9,392.00	$0.00	$9,392.00	
7		PAID OUT OF SUSPENSE ACCT		$11,215.40	$1,823.40	
8		RECORDING FEES	$16,392.30	$0.00	$16,392.30	
9		REFUNDS-EXCESS FEES	$0.00	$24.50	$24.50	
10		INTEREST PD TO ACCT	$0.59	$0.00	$0.59	
11		RECEIPT EDIT	$0.00	$2.00	$2.00	
12	TOTAL 1005 FUNDS		$25,784.89	$11,241.90	$14,542.99	
13						
14	SECTION II					
15		7143 FUND (ASSESSOR)	$4,296.00	$0.00	$4,296.00	
16		7145 FUND (RECORDER)	$4,672.00	$0.00	$4,672.00	
17		7146 FUND (MINING - 80% STATE TREAS)	$89.60	$89.60	$89.60	
18		7146 FUND (MINING - 20% RECORDER)	$22.40	$0.00	$22.40	
19		7147 FUND (COMPUTER SVCS)	$1,986.60	$0.00	$1,986.60	
20	TOTAL SEC II FUNDS		$11,066.60	$89.60	$10,977.00	
21						
22	COMBINED TOTALS - TOTAL FEES COLLECTED		$36,851.49	$11,331.50	$25,519.99	
23						
24						

MONTHLY ACTIVITY REPORT - AUGUST 2010

DATE	AMT PAID	1005	7143	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
8/2	780.00	667.00	300.00	300.00	8.00	0.00	0.00	495.00	1275.00
8/3	722.50	573.50	204.00	204.00	0.00	0.00	200.00	459.00	981.50
8/4	318.00	347.40	124.00	144.00	0.00	542.60	0.00	840.00	1158.00
8/5	290.00	246.00	108.00	108.00	0.00	0.00	0.00	172.00	462.00
8/6	438.00	462.00	192.00	192.00	0.00	0.00	0.00	408.00	846.00
8/9	7835.00	665.00	204.00	384.00	0.00	0.00	7000.00	418.00	1253.00
8/10	367.00	421.00	148.00	148.00	0.00	0.00	0.00	350.00	717.00
8/11	459.00	368.00	184.00	184.00	0.00	0.00	0.00	277.00	736.00
8/12	1488.00	1381.00	228.00	228.00	12.00	0.00	0.00	361.00	1849.00
8/13	407.50	536.50	240.00	240.00	4.00	0.00	0.00	613.00	1020.50
8/16	520.00	478.00	196.00	196.00	4.00	0.00	0.00	354.00	874.00
8/17	197.00	375.80	148.00	148.00	0.00	420.00	0.00	894.80	1091.80
8/18	377.00	298.00	120.00	120.00	4.00	0.00	0.00	165.00	542.00
8/19	1610.00	566.00	192.00	192.00	0.00	0.00	1000.00	340.00	950.00
8/20	3599.00	3727.00	208.00	208.00	12.00	832.00	0.00	1388.00	4987.00
8/23	1404.00	1603.60	128.00	132.00	8.00	192.00	0.00	659.60	2063.60
8/24	657.00	504.00	136.00	300.00	12.00	0.00	0.00	295.00	952.00
8/25	309.00	282.00	140.00	140.00	0.00	0.00	0.00	253.00	562.00
8/26	757.00	714.00	240.00	240.00	32.00	0.00	0.00	469.00	1226.00
8/27	1,567.00	700.00	320.00	320.00	0.00	0.00	1000.00	773.00	1340.00
8/30	888.50	750.50	296.00	296.00	12.00	0.00	144.00	466.00	1354.50
8/31	453.00	726.00	240.00	248.00	4.00	0.00	48.00	765.00	1218.00
TOTAL	25,443.50	16392.30	4,296.00	4,672.00	112.00	1,986.60	9,392.00	11,215.40	27,458.90

Sadie Tomerlin Dalton

Gila County Recorder

For Month Of: AUG 2010

New Fiscal Year Form

		2010-2011								2011-2012					
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mine fees 7146	Recorder Check to Treasurer		No of Doc	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mine fees 7146	Recorder Check to Treasurer
July	1,293	4,596	10,128.82	972.60	4,332	4.00	20,033.42			0	0.00	0.00	0	0.00	0.00
Aug	1,199	4,672	14,542.99	1,986.60	4,296	22.00	25,519.59			0	0.00	0.00	0	0.00	0.00
Sept		0	0.00	0.00	0	0.00	0.00			0	0.00	0.00	0	0.00	0.00
Oct		0	0.00	0.00	0	0.00	0.00			0	0.00	0.00	0	0.00	0.00
Nov		0	0.00	0.00	0	0.00	0.00			0	0.00	0.00	0	0.00	0.00
Dec						0.00	0.00			0	0.00	0.00	0	0.00	0.00
Jan						0.00	0.00			0	0.00	0.00	0	0.00	0.00
Feb						0.80	0.80			0	0.00	0.00	0	0.00	0.00
Mar						0.80	0.80			0	0.00	0.00	0	0.00	0.00
Apr						0.00	0.00			0	0.00	0.00	0	0.00	0.00
May						0.00	0.00			0	0.00	0.00	0	0.00	0.00
June						0.00	0.00			0	0.00	0.00	0	0.00	0.00
															0.00
															0.00
															0.00
Total	**2,492**	**9,268**	**24,671.81**	**2,959.20**	**8,628**	**27.60**	**45,554.61**		**0**	**0.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**
															0.00
															0.00
Fiscal Year		**45,554.61**								**0.00**					
All Monies															

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$10,975.40	($9,200.00)	$1,775.40
Cash	Cash/Check	$25,460.50	($17.00)	$25,443.50
D-1005-120-01-4612-003	Postage (deferred)	$18.00	($20.00)	($2.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	$54.00	($60.00)	($6.00)
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	$72.00	($80.00)	($8.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$72.00	($80.00)	($8.00)
ETransfer	Electronic Transfers	$192.00	$0.00	$192.00
	Total	$36,843.90	($9,457.00)	$27,386.90
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$240.00	($192.00)	$48.00
	Total	$240.00	($192.00)	$48.00
Expense				
	Total	$0.00	$0.00	$0.00
Revenue				
1005-120-01-4612-001	Copies	$3.00	($680.00)	($677.00)

From 8/1/10 12:00 AM To 8/31/10 11:59 PM

1005-120-01-4612-002	Certified Seal	$0.00	($102.00)	($102.00)
1005-120-01-4612-003	Postage	$1.00	($1,211.30)	($1,210.30)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($304.00)	($304.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($93.00)	($93.00)
1005-120-01-4612-012	Overpayment	$0.00	($55.00)	($55.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($150.00)	($150.00)
1005-120-01-4612-023	Recording Fee	$5.00	($13,668.50)	($13,663.50)
1005-120-01-4612-026	Refunds	$0.00	($24.50)	($24.50)
1005-120-01-4612-027	Fax	$0.00	($95.00)	($95.00)
1005-120-01-4612-029	Search	$0.00	($10.00)	($10.00)
7143-120-01-4777-031	Assessor Surcharge	$4.00	($4,292.00)	($4,288.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$4.00	($4,668.00)	($4,664.00)
7146-120-01-4612	Mining Fees	$0.00	($22.40)	($22.40)
7146-120-01-4776-009	State Mining Fees	$0.00	($89.60)	($89.60)
7147-120-01-4774-031	Miscellaneous	$0.00	($1,986.60)	($1,986.60)
	Total	$17.00	($27,451.90)	($27,434.90)
	Total	$37,100.90	($37,100.90)	$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$25,460.50	($17.00)	$25,443.50
	Range Total	$25,460.50	($17.00)	$25,443.50

Bank Deposit Summary, From 8/1/10 12:00 AM To 8/31/10 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Aug 2, 2010 4:59:11 PM	1473	B	GLOBE AUG 2 2010	$749.00
Aug 2, 2010 4:59:11 PM	1474	B	PAYSON AUG 2 2010	$31.00
Aug 3, 2010 4:59:39 PM	1475	B	GLOBE AUG 3 2010	$687.50
Aug 3, 2010 4:59:39 PM	1476	B	PAYSON AUG 3 2010	$35.00
Aug 4, 2010 8:06:27 AM	1477	B	GLOBE AUG 4 2010	$287.00
Aug 4, 2010 8:06:27 AM	1478	B	PAYSON AUG 4 2010	$31.00
Aug 5, 2010 8:12:53 AM	1479	B	GLOBE AUG 5 2010	$290.00
Aug 5, 2010 8:12:53 AM	1480	B	PAYSON AUG 5 2010	$0.00
Aug 6, 2010 4:51:25 PM	1481	B	GLOBE AUG 6 2010	$374.00
Aug 6, 2010 4:51:25 PM	1482	B	PAYSON AUG 6 2010	$64.00
Aug 9, 2010 8:49:43 AM	1483	B	GLOBE AUG 9 2010	$7,835.00
Aug 9, 2010 8:49:43 AM	1484	B	PAYSON AUG 9 2010	$0.00
Aug 10, 2010 4:54:21 PM	1485	B	GLOBE AUG 10 2010	$352.00
Aug 10, 2010 4:54:21 PM	1486	B	PAYSON AUG 10 2010	$15.00
Aug 11, 2010 8:02:33 AM	1487	B	GLOBE AUG 11 2010	$401.00
Aug 11, 2010 8:02:33 AM	1488	B	PAYSON AUG 11 2010	$58.00
Aug 13, 2010 8:07:23 AM	1489	B	payson 8/12	$113.00
Aug 13, 2010 8:07:23 AM	1490	B	globe 8/12	$1,375.00
Aug 13, 2010 4:58:30 PM	1491	B	globe 8/13	$298.00
Aug 16, 2010 8:19:20 AM	1492	B	payson 8/16/10	$109.50
Aug 16, 2010 5:01:04 PM	1493	B	payson 8/16	$55.00
Aug 16, 2010 5:01:04 PM	1494	B	globe 8/16	$465.00
Aug 16, 2010 5:01:04 PM	1495	B	globe 8/16	$0.00
Aug 17, 2010 5:02:20 PM	1496	B	payson 8/17	$45.00
Aug 17, 2010 5:02:20 PM	1497	B	globe 8/17	$152.00
Aug 18, 2010 4:52:59 PM	1498	B	GLOBE 8/17/10	$261.00
Aug 18, 2010 4:52:59 PM	1499	B	PAYSON 8/17/10	$116.00
Aug 19, 2010 4:51:40 PM	1500	B	GLOBE8/19	$1,595.00
Aug 20, 2010 8:16:12 AM	1501	B	payson	$15.00
Aug 20, 2010 4:53:40 PM	1502	B	globe	$3,517.00
Aug 23, 2010 8:19:50 AM	1503	B	payson	$82.00
Aug 23, 2010 4:56:57 PM	1504	B	PAYSON	$0.00
Aug 23, 2010 4:56:57 PM	1505	B	GLOBE	$1,404.00
Aug 24, 2010 4:47:58 PM	1506	B	globe	$586.00
Aug 24, 2010 4:53:01 PM	1507	B	payson	$71.00
Aug 25, 2010 5:03:14 PM	1508	B	payson 8/25	$49.00
Aug 25, 2010 5:03:14 PM	1509	B	globe 8/25	$260.00
Aug 26, 2010 4:56:05 PM	1510	B	GLOBE	$711.00
Aug 26, 2010 4:56:05 PM	1511	B	PAYSON	$46.00
Aug 27, 2010 5:04:20 PM	1513	B	payson	$61.00
Aug 30, 2010 5:09:34 PM	1514	B	payson	$74.00
Aug 30, 2010 5:09:34 PM	1515	B	globe	$814.50
Aug 31, 2010 5:00:10 PM	1516	B	GLOBE	$304.00
Aug 31, 2010 5:00:10 PM	1517	B	PAYSON	$149.00
			Total	$23,937.50

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$897.00	
Check	$22,587.50	
Total Deposit	$23,484.50	

Included Tills

Till	Expected	Actual	Adjusted	Bank Account
1_ReceiptStation1_Mon / 1664	$850.00	$850.00		Bank Account
11_Payson_Mon / 1663	$425.00	$425.00		Bank Account
2_ReceiptStation1_Tue / 1665	$730.50	$730.50		Bank Account
12_Payson_Tue / 1666	$451.00	$451.00		Bank Account
3_ReceiptStation1_Wed / 1668	$933.00	$933.00		Bank Account
13_Payson_Wed / 1667	$225.00	$225.00		Bank Account
4_ReceiptStation1_Thu / 1670	$349.00	$349.00		Bank Account
14_Payson_Thu / 1669	$113.00	$113.00		Bank Account
5_ReceiptStation1_Fri / 1672	$489.00	$489.00		Bank Account
15_Payson_Fri / 1671	$357.00	$357.00		Bank Account
1_ReceiptStation1_Mon / 1674	$7,947.00	$7,947.00		Bank Account
11_Payson_Mon / 1673	$306.00	$306.00		Bank Account
2_ReceiptStation1_Tue / 1676	$455.00	$455.00		Bank Account
12_Payson_Tue / 1675	$262.00	$262.00		Bank Account
3_ReceiptStation1_Wed / 1678	$477.00	$477.00		Bank Account
13_Payson_Wed / 1677	$259.00	$259.00		Bank Account
14_Payson_Thu / 1679	$395.00	$395.00		Bank Account
4_ReceiptStation1_Thu / 1680	$1,454.00	$1,454.00		Bank Account
5_ReceiptStation1_Fri / 1681	$464.00	$464.00		Bank Account
15_Payson_Fri / 1682	$556.50	$556.50		Bank Account
11_Payson_Mon / 1683	$322.00	$322.00		Bank Account
1_ReceiptStation1_Mon / 1684	$552.00	$552.00		Bank Account
1_ReceiptStation1_Mon / 1685	$0.00	$0.00		Bank Account
12_Payson_Tue / 1686	$398.00	$398.00		Bank Account
2_ReceiptStation1_Tue / 1687	$693.80	$693.80		Bank Account
3_ReceiptStation1_Wed / 1688	$300.00	$300.00		Bank Account
13_Payson_Wed / 1689	$244.00	$244.00	$242.00	Bank Account
4_ReceiptStation1_Thu / 1691	$1,607.00	$1,607.00		Bank Account
14_Payson_Thu / 1690	$343.00	$343.00		Bank Account
5_ReceiptStation1_Fri / 1693	$4,415.00	$4,415.00		Bank Account
15_Payson_Fri / 1692	$572.00	$572.00		Bank Account
11_Payson_Mon / 1694	$263.00	$263.00		Bank Account
1_ReceiptStation1_Mon / 1695	$1,800.60	$1,800.60		Bank Account
2_ReceiptStation1_Tue / 1697	$616.00	$616.00		Bank Account
12_Payson_Tue / 1696	$336.00	$336.00		Bank Account
13_Payson_Wed / 1698	$302.00	$302.00		Bank Account
3_ReceiptStation1_Wed / 1699	$260.00	$260.00		Bank Account
4_ReceiptStation1_Thu / 1700	$846.00	$846.00		Bank Account
14_Payson_Thu / 1701	$380.00	$380.00		Bank Account
15_Payson_Fri / 1703	$548.00	$548.00		Bank Account
11_Payson_Mon / 1704	$413.00	$413.00		Bank Account
1_ReceiptStation1_Mon / 1705	$1,085.50	$1,085.50		Bank Account
Total	$33,794.90	$33,794.90	$33,792.90	
Non-Deposit Total	($10,310.40)	($10,310.40)	$10,308.40	
Deposit Total	**$23,484.50**	**$23,484.50**		

Journal Activity

Account	Debits	Credits	Net
Asset			

Bank Deposit Summary, From 8/1/10 12:00 AM To 8/31/10 12:00 AM

1005SuspensePrePayAccounts	1005 Suspense - Prepay	$9,972.40	($8,200.00)	$1,772.40
Cash	Cash/Check	$23,501.50	($17.00)	$23,484.50
D-1005-120-01-4612-003	Postage (deferred)	$18.00	($16.00)	$2.00
D-1005-120-01-4612-023	Recording Fee (deferred)	$54.00	($48.00)	$6.00
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	$72.00	($64.00)	$8.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$72.00	($64.00)	$8.00
ETransfer	Electronic Transfers	$144.00	$0.00	$144.00
	Total	**$33,833.90**	**($8,409.00)**	**$25,424.90**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$192.00	($144.00)	$48.00
	Total	**$192.00**	**($144.00)**	**$48.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$3.00	($609.00)	($606.00)
1005-120-01-4612-002	Certified Seal	$0.00	($96.00)	($96.00)
1005-120-01-4612-003	Postage	$1.00	($1,104.30)	($1,103.30)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($266.00)	($266.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($87.00)	($87.00)
1005-120-01-4612-012	Overpayment	$0.00	($53.00)	($53.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($144.00)	($144.00)
1005-120-01-4612-023	Recording Fee	$5.00	($12,786.50)	($12,781.50)
1005-120-01-4612-026	Refunds	$0.00	($24.50)	($24.50)
1005-120-01-4612-027	Fax	$0.00	($95.00)	($95.00)
1005-120-01-4612-029	Search	$0.00	($10.00)	($10.00)
7143-120-01-4777-031	Assessor Surcharge	$4.00	($3,876.00)	($3,872.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$4.00	($4,244.00)	($4,240.00)
7146-120-01-4612	Mining Fees	$0.00	($21.60)	($21.60)
7146-120-01-4776-009	State Mining Fees	$0.00	($86.40)	($86.40)
7147-120-01-4774-031	Miscellaneous	$0.00	($1,986.60)	($1,986.60)
	Total	**$17.00**	**($25,489.90)**	**($25,472.90)**
	Total	**$34,042.90**	**($34,042.90)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$23,501.50	($17.00)	$23,484.50
	Range Total	**$23,501.50**	**($17.00)**	**$23,484.50**

ARIZONA STATE TREASURER'S OFFICE
1700 West Washington, Phoenix, Arizona 85007-2812
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: August 2010

Date: 9 / 1 / 2010

Depositor Code # 5393

Prepared By: Angel Thompson

Title: Recording Clerk

Phone #: (928)-425-3231

Depositor Name: Gila County Recorder

Address: 1400 E Ash Street
Globe, Arizona 85501

negative amounts are not to be used on this form

(contact this Office for guidance regarding negative entries)

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights – Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF – Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute Resolution Fund	22-281C2; 12-135; 12-284.03A5	
Mining Fees	27-208D	89.60
Child Passenger Restraint	28-907C	
DPS – Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law – Crim. Cases	41-2421E4	
GITEM	41-1724; 11-1051	

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES (continued)		
DUI, OUI Assessment (public safety equip fund)	5-395.01; 5-396, 7; 28-1381-3; 28-8284, 6-8; 14-1723	
FARE General Services Fee		
FARE Delinquent Fee		
FARE Special Collections Fee		
FARE Installment Fee		
Constable Ethics Fund	11-445 (80%)	
Constable Ethics Fund	11-445 (20%)	
Photo Enforcement Fee	41-1722	
Photo Enforcement Process Serving Fee		
OTHER FINES & FEES (describe and indicate ARS #)		
TAXES		
Prior Year Real Property	42-208	
Personal Property	42-208	
County Education District	15-991.01A	
Property-Min School Tax	15-992B, C	
State Water Banking	48-3715.03; 45-2425	
C.A.W.C.D.	48-3715	
Groundwater Replenishment	48-3773.A3; 48-3772	
OTHER TAXES (describe and indicate ARS #)		
90/10 REVENUE		
Mobile Home Relocation	33-1476.03 (90%)	
Mobile Home/Ins. & Cost	33-1476.03 (10%)	

TOTAL AMOUNT REMITTED:

By Check	89.60
By Cr Advice (Wire)	
TOTAL	89.60

NOTES:

FOR STATE TREASURER USE ONLY

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

House Account Summary

Gila County AZ

For the Period of 08/01/2010 - 08/31/2010

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($372.00)	$13.00	$0.00	($359.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($44.57)	$0.00	$0.00	($44.57)
ADOT	AZ DEPT OF TRANS	($295.50)	$0.00	$0.00	($295.50)
APS	APS/COPIES	($200.00)	$0.00	$0.00	($200.00)
APSR	APS/RECORDINGS	($139.00)	$56.00	$0.00	($83.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($1.00)	$60.00	($200.00)	($141.00)
AWC	ARIZONA WATER COMPANY	($250.00)	$0.00	$0.00	($250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	($12.00)	$24.00	$0.00	$12.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($1,100.00)	$0.00	$0.00	($1,100.00)
CARD	Cardon Hiatt / The Vineyrd Group	($117.00)	$0.00	$0.00	($117.00)
DOCUT	DOCUTECH CORP	($289.00)	$0.00	$0.00	($289.00)
EQUIT	EQUITY SERVICES	($206.00)	$21.00	$0.00	($185.00)
ERAY	ERA YOUNG REALTY	($304.60)	$93.60	$0.00	($211.00)
EXCEL	EXCEL DOCUMENT SERVICES	($118.00)	$19.00	$0.00	($99.00)
FARES	First American Corelogic Inc.	($320.00)	$285.00	$0.00	($35.00)
FATM	FIRST AMERICAN MICROFICHE	($3,563.60)	$288.60	$0.00	($3,275.00)
FNDS	LPS APPLIED ANALYTICS	($295.00)	$285.00	($1,000.00)	($1,010.00)
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($73.00)	$0.00	$0.00	($73.00)
IMAPP	IMAPP , INC	($290.20)	$249.20	$0.00	($41.00)
IRS	INTERNAL REVENUE SERVICE	($72.00)	$216.00	($192.00)	($48.00)
LA001	First American Title Lenders Advantage	($392.00)	$156.00	$0.00	($236.00)
MHK	MORRIS HALL KINGHORN	($272.00)	$0.00	$0.00	($272.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($1,387.00)	$706.00	$0.00	($681.00)
PIONE	PIONEER TITLE AGENCY FICHE	($2.00)	$832.00	($1,000.00)	($170.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($3,637.00)	$7,773.00	($7,000.00)	($2,864.00)
RSSI	RECORD SEARCHING SERVICES INC	($239.00)	$23.00	$0.00	($216.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($783.20)	$115.00	$0.00	($668.20)
Totals		**($14,774.67)**	**$11,215.40**	**($9,392.00)**	**($12,951.27)**

Item #: 5- L

Regular BOS Meeting

Date: 11/16/2010

Reporting Period:	Recorder's Office Monthly Report for September 2010		
Submitted For:	Dawn Caldera, Chief Deputy Recorder	**Submitted By:**	Dawn Caldera, Recorder's Office

Information

Subject

Recorder's Office Monthly Report for September 2010

Suggested Motion

Approval of the September 2010 monthly departmental activity report submitted by the Recorder's Office.

Attachments

Link: Recorder's September 2010 Monthly Report

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF SEPTEMBER 2010

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Tomerlin Dalton, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
096008 OCT 25 P

DATE 10/13/10

DEPOSIT TO FUND General Fund Number 1005 /105

REMITTING DEPT Recorder (120)

FOR PERIOD September 2010

Account Code	Revenue Description		Amount	
1005-120-3400-99	105.01.120.4612	Recording Fees	$12025	86
7143-120-3400-99	554.01.120.4777	Assessor Storage	$ 4644	—
7145-120-3400-99	555.01.120.4775	Recorder Storage	$ 5068	—
7147-120-3400-99	557.01.120.4774	Computer services	$1287	98
7146-120-3400-99	556.01.120.4776	County mine fee	$ 12	80
			$23038	64

Authorized Signature Sadie Pond Dalton Title Recorder

SUMMARY OF DEPOSIT	
Currency	
Coins	
Checks	23038 64
Total	23038 64

TREASURER By Deborah Perez Date 10/25/10

TREASURER

53975

	A	B	C	D	E	F
1		**GILA COUNTY RECORDER**				
2						
3		**Report For**	**September 2010**			
4						
5	**SECTION I**		**CREDIT**	**DEBIT**	**TOTAL**	EXPLANATION
6	1005 (GENERAL FUND)	**PAID INTO SUSPENSE ACCT**	$9,582.00	$0.00	$0.00	
7		**PAID OUT OF SUSPENSE ACCT**	$0.00	$9,992.60	$0.00	
8		**RECORDING FEES**	$12,406.60	$0.00	$0.00	
9		**REFUNDS-EXCESS FEES**	$0.00	$9.00	$0.00	
10		**INTEREST PD TO ACCT**	$0.86	$0.00	$0.00	
11		**STALE CHECKS**	$40.00			
12		**RECEIPT EDIT**	$1.00	$1.00	$0.00	
13		**ERROR IN DEPOSIT**		$2.00		
14			$22,030.46	$10,004.60	$12,025.86	
15						
16	**TOTAL 1005 FUNDS**					
17		**7143 FUND (ASSESSOR)**	$4,644.00	$0.00		
18	**SECTION II**	**7145 FUND (RECORDER)**	$5,068.00	$0.00		
19		**7146 FUND (MINING - 80% STATE TREAS)**	$51.20	$51.20	$0.00	
20		**7146 FUND (MINING - 20% RECORDER)**	$12.80	$0.00		
21		**7147 FUND (COMPUTER SVCS)**	$1,287.98	$0.00		
22			$11,063.98	$51.20	$11,012.78	
23					$0.00	
24	TOTAL SEC II FUNDS		$33,094.44	$10,055.80	$23,038.64	
25						
26	**COMBINED TOTALS - TOTAL FEES COLLECTED**					

MONTHLY ACTIVITY REPORT - SEPTEMBER 2010

DATE	AMT PAID	1005	7143	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
9/1/10	308.00	198.00	100.00	104.00	0.00	0.00	0.00	94.00	402.00
9/2/10	579.00	540.00	252.00	252.00	0.00	0.00	100.00	565.00	1044.00
9/3/10	747.00	817.00	312.00	312.00	0.00	0.00	0.00	694.00	1441.00
9/7/10	2055.00	1782.00	272.00	272.00	8.00	0.00	0.00	279.00	2334.00
9/8/10	1311.00	530.00	188.00	188.00	0.00	0.00	706.00	301.00	906.00
9/9/10	2101.00	785.00	224.00	484.00	0.00	0.00	1000.00	392.00	1493.00
9/10/10	430.77	468.00	192.00	192.00	4.00	49.77	0.00	475.00	905.77
9/13/10	7589.00	574.00	252.00	252.00	4.00	0.00	7000.00	493.00	1082.00
9/14/10	674.00	644.00	296.00	304.00	4.00	0.00	0.00	574.00	1248.00
9/15/10	364.00	450.00	208.00	208.00	0.00	0.00	0.00	502.00	866.00
9/16/10	722.00	646.00	208.00	208.00	16.00	0.00	0.00	356.00	1078.00
9/17/10	585.00	578.00	188.00	188.00	0.00	0.00	0.00	369.00	954.00
9/20/10	350.00	489.00	264.00	272.00	0.00	0.00	0.00	675.00	1025.00
9/21/10	393.00	518.00	208.00	208.00	0.00	0.00	0.00	541.00	934.00
9/22/10	337.00	327.00	156.00	156.00	0.00	0.00	0.00	300.00	639.00
9/23/1	859.00	314.00	156.00	156.00	0.00	0.00	500.00	267.00	626.00
9/24/10	585.00	514.00	240.00	240.00	0.00	0.00	0.00	409.00	994.00
9/27/10	671.00	560.80	256.00	256.00	24.00	667.00	0.00	1092.80	1763.80
9/28/10	496.00	576.00	236.00	240.00	0.00	0.00	0.00	556.00	1052.00
9/29/10	582.00	463.00	212.00	212.00	4.00	0.00	0.00	309.00	891.00
9/30/10	1,043.21	632.80	224.00	364.00	0.00	571.21	276.00	748.80	1792.01
TOTAL	22,781.98	12406.60	4,644.00	5,068.00	64.00	1,287.98	9,582.00	9,992.60	23,470.58

Sadie Tomerlin Dalton

Gila County Recorder

For Month Of: Sep-10

New Fiscal Year Form

FY **2010-2011**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mining fees 7146	Recorder Check to Treasurer
July	1,293	4,596	10,128.82	972.60	4,332	4.00	20,033.42
Aug	1,199	4,672	14,542.99	1,986.60	4,296	22.40	25,519.99
Sept	1,307	5,068	12,025.86	1,287.98	4,644	12.80	23,038.64
Oct		0	0.00	0.00	0	0.80	0.80
Nov		0	0.00	0.00	0	4.80	4.80
Dec		0	0.00	0.00	0	9.60	9.60
Jan		0	0.00	0.00	0	0.00	0.00
Feb		0	0.00	0.00	0	0.80	0.80
Mar		0	0.00	0.00	0	0.80	0.80
Apr		0	0.00	0.00	0	0.00	0.00
May		0	0.00	0.00	0	0.00	0.00
June		0	0.00	0.00	0	0.00	0.00
Total	**3,799**	**14,336**	**36,697.67**	**4,247.18**	**13,272**	**56.00**	**68,608.85**

Fiscal Year **68,608.85**

All Monies

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$9,728.60	($9,306.00)	$422.60
Cash	Cash/Check	$22,783.98	$0.00	$22,783.98
D-1005-120-01-4612-003	Postage (deferred)	$21.00	($22.00)	($1.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	$63.00	($66.00)	($3.00)
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	$84.00	($88.00)	($4.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$84.00	($88.00)	($4.00)
ETransfer	Electronic Transfers	$276.00	$0.00	$276.00
	Total	**$33,040.58**	**($9,570.00)**	**$23,470.58**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$264.00	($276.00)	($12.00)
	Total	**$264.00**	**($276.00)**	**($12.00)**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($452.00)	($452.00)
1005-120-01-4612-002	Certified Seal	$0.00	($63.00)	($63.00)
1005-120-01-4612-003	Postage	$0.00	($1,273.60)	($1,273.60)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($320.00)	($320.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($93.00)	($93.00)
1005-120-01-4612-012	Overpayment	$0.00	($80.00)	($80.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($90.00)	($90.00)
1005-120-01-4612-023	Recording Fee	$0.00	($9,942.00)	($9,942.00)
1005-120-01-4612-026	Refunds	$0.00	($9.00)	($9.00)
1005-120-01-4612-027	Fax	$0.00	($80.00)	($80.00)
7143-120-01-4777-031	Assessor Surcharge	$0.00	($4,640.00)	($4,640.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($5,064.00)	($5,064.00)
7146-120-01-4612	Mining Fees	$0.00	($12.80)	($12.80)
7146-120-01-4776-009	State Mining Fees	$0.00	($51.20)	($51.20)
7147-120-01-4612-013	Microfiche	$0.00	($6.00)	($6.00)
7147-120-01-4612-018	Voter	$0.00	($269.98)	($269.98)
7147-120-01-4774-031	Miscellaneous	$0.00	($1,012.00)	($1,012.00)
	Total	**$0.00**	**($23,458.58)**	**($23,458.58)**
	Total	**$33,304.58**	**($33,304.58)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$22,783.98	$0.00	$22,783.98
	Range Total	**$22,783.98**	**$0.00**	**$22,783.98**

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$1,467.00	
Check	$22,822.98	
Total Deposit	$24,289.98	

Included Tills

Till	Expected	Actual	Adjusted	Bank Account
3_ReceiptStation1_Wed / 1708	$402.00	$402.00		Bank Account
5_ReceiptStation1_Fri / 1702	$1,792.00	$1,792.00		Bank Account
14_Payson_Thu / 1709	$433.00	$433.00		Bank Account
4_ReceiptStation1_Thu / 1710	$711.00	$711.00		Bank Account
5_ReceiptStation1_Fri / 1712	$773.00	$773.00		Bank Account
15_Payson_Fri / 1711	$668.00	$668.00		Bank Account
2_ReceiptStation1_Tue / 1713	$2,075.00	$2,075.00		Bank Account
12_Payson_Tue / 1714	$259.00	$259.00		Bank Account
3_ReceiptStation1_Wed / 1715	$1,343.00	$1,343.00		Bank Account
13_Payson_Wed / 1716	$269.00	$269.00		Bank Account
4_ReceiptStation1_Thu / 1718	$2,100.00	$2,100.00		Bank Account
14_Payson_Thu / 1717	$393.00	$393.00		Bank Account
5_ReceiptStation1_Fri / 1720	$425.77	$425.77		Bank Account
15_Payson_Fri / 1719	$480.00	$480.00		Bank Account
1_ReceiptStation1_Mon / 1721	$7,779.00	$7,779.00		Bank Account
11_Payson_Mon / 1722	$303.00	$303.00		Bank Account
3_ReceiptStation1_Wed / 1724	$533.00	$533.00		Bank Account
12_Payson_Tue / 1723	$715.00	$715.00		Bank Account
3_ReceiptStation1_Wed / 1726	$372.00	$372.00		Bank Account
13_Payson_Wed / 1725	$494.00	$494.00		Bank Account
4_ReceiptStation1_Thu / 1728	$652.00	$652.00		Bank Account
14_Payson_Thu / 1727	$426.00	$426.00		Bank Account
5_ReceiptStation1_Fri / 1730	$488.00	$488.00		Bank Account
15_Payson_Fri / 1729	$466.00	$466.00		Bank Account
1_ReceiptStation1_Mon / 1732	$472.00	$472.00		Bank Account
11_Payson_Mon / 1731	$553.00	$553.00		Bank Account
2_ReceiptStation1_Tue / 1734	$453.00	$453.00		Bank Account
12_Payson_Tue / 1733	$481.00	$481.00		Bank Account
3_ReceiptStation1_Wed / 1736	$374.00	$374.00		Bank Account
3_ReceiptStation1_Wed / 1737	$2.00	$2.00		Bank Account
13_Payson_Wed / 1735	$263.00	$263.00		Bank Account
4_ReceiptStation1_Thu / 1739	$806.00	$806.00		Bank Account
14_Payson_Thu / 1738	$320.00	$320.00		Bank Account
5_ReceiptStation1_Fri / 1741	$701.00	$701.00		Bank Account
15_Payson_Fri / 1740	$293.00	$293.00		Bank Account
1_ReceiptStation1_Mon / 1743	$1,360.80	$1,360.80		Bank Account
11_Payson_Mon / 1742	$403.00	$403.00		Bank Account
2_ReceiptStation1_Tue / 1745	$486.00	$486.00		Bank Account
12_Payson_Tue / 1744	$566.00	$566.00		Bank Account
3_ReceiptStation1_Wed / 1746	$341.00	$341.00		Bank Account
3_ReceiptStation1_Wed / 1748	$213.00	$213.00		Bank Account
13_Payson_Wed / 1747	$337.00	$337.00		Bank Account
14_Payson_Thu / 1749	$468.00	$468.00		Bank Account
4_ReceiptStation1_Thu / 1750	$1,600.01	$1,600.01		Bank Account
Total	$34,844.58	$34,844.58		
Non-Deposit Total	($10,554.60)	($10,554.60)		
Deposit Total	**$24,289.98**	**$24,289.98**		

Journal Activity

Bank Deposit Summary, From 9/1/10 12:00 AM To 9/30/10 12:00 AM

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$9,966.60	($10,306.00)	($339.40)
Cash	Cash/Check	$24,289.98	$0.00	$24,289.98
D-1005-120-01-4612-003	Postage(deferred)	$21.00	($26.00)	($5.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	$63.00	($78.00)	($15.00)
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	$84.00	($104.00)	($20.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$84.00	($104.00)	($20.00)
ETransfer	Electronic Transfers	$276.00	$0.00	$276.00
	Total	**$34,784.58**	**($10,618.00)**	**$24,166.58**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$312.00	($276.00)	$36.00
	Total	**$312.00**	**($276.00)**	**$36.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($459.00)	($459.00)
1005-120-01-4612-002	Certified Seal	$0.00	($66.00)	($66.00)
1005-120-01-4612-003	Postage	$0.00	($1,318.60)	($1,318.60)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($326.00)	($326.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($96.00)	($96.00)
1005-120-01-4612-012	Overpayment	$0.00	($81.00)	($81.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($95.00)	($95.00)
1005-120-01-4612-023	Recording Fee	$0.00	($10,264.00)	($10,264.00)
1005-120-01-4612-026	Refunds	$0.00	($9.00)	($9.00)
1005-120-01-4612-027	Fax	$0.00	($80.00)	($80.00)
7143-120-01-4777-031	Assessor Surcharge	$0.00	($4,816.00)	($4,816.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($5,240.00)	($5,240.00)
7146-120-01-4612	Mining Fees	$0.00	($12.80)	($12.80)
7146-120-01-4776-009	State Mining Fees	$0.00	($51.20)	($51.20)
7147-120-01-4612-013	Microfiche	$0.00	($6.00)	($6.00)
7147-120-01-4612-018	Voter	$0.00	($269.98)	($269.98)
7147-120-01-4774-031	Miscellaneous	$0.00	($1,012.00)	($1,012.00)
	Total	**$0.00**	**($24,202.58)**	**($24,202.58)**
	Total	**$35,096.58**	**($35,096.58)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$24,289.98	$0.00	$24,289.98
	Range Total	**$24,289.98**	**$0.00**	**$24,289.98**

Bank Deposit Summary, From 9/1/10 12:00 AM To 9/30/10 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Sep 1, 2010 4:48:19 PM	1518	B	GLOBE	$308.00
Sep 2, 2010 1:39:08 PM	1519	B	redeposit to correct receipt 10-4715	$1,506.00 *
Sep 2, 2010 4:56:05 PM	1520	B	payson	$44.00
Sep 2, 2010 4:56:05 PM	1521	B	globe	$535.00
Sep 3, 2010 4:57:27 PM	1522	B	GLOBE	$650.00
Sep 3, 2010 4:57:27 PM	1523	B	PAYSON	$97.00
Sep 7, 2010 5:06:28 PM	1524	B	GLOBE	$1,966.00
Sep 7, 2010 5:06:28 PM	1525	B	PAYSON	$89.00
Sep 8, 2010 4:54:12 PM	1526	B	globe	$1,176.00
Sep 8, 2010 4:54:12 PM	1527	B	payson	$135.00
Sep 9, 2010 4:58:49 PM	1528	B	globe	$2,066.00
Sep 9, 2010 4:58:49 PM	1529	B	payson	$35.00
Sep 10, 2010 4:53:31 PM	1530	B	GLOBE	$360.77
Sep 10, 2010 4:53:31 PM	1531	B	PAYSON	$70.00
Sep 13, 2010 4:44:58 PM	1532	B	GLOBE	$7,543.00
Sep 13, 2010 4:44:58 PM	1533	B	PAYSON	$46.00
Sep 14, 2010 4:49:07 PM	1534	B	globe	$433.00
Sep 14, 2010 4:49:07 PM	1535	B	payson	$241.00
Sep 15, 2010 4:48:19 PM	1536	B	GLOBE	$319.00
Sep 15, 2010 4:48:19 PM	1537	B	PAYSON	$45.00
Sep 16, 2010 4:50:13 PM	1538	B	globe	$605.00
Sep 16, 2010 4:50:13 PM	1539	B	payson	$117.00
Sep 17, 2010 4:54:01 PM	1540	B	globe	$479.00
Sep 17, 2010 4:54:01 PM	1541	B	payson	$106.00
Sep 20, 2010 4:50:46 PM	1542	B	GLOBE	$310.00
Sep 20, 2010 4:52:55 PM	1543	B	PAYSON	$40.00
Sep 21, 2010 4:51:15 PM	1544	B	globe	$373.00
Sep 21, 2010 4:51:15 PM	1545	B	payson	$20.00
Sep 22, 2010 4:51:48 PM	1546	B	globe	$232.00
Sep 22, 2010 4:51:48 PM	1547	B	payson	$107.00
Sep 23, 2010 4:48:17 PM	1548	B	GLOBE	$785.00
Sep 23, 2010 4:48:17 PM	1549	B	PAYSON	$74.00
Sep 24, 2010 4:52:50 PM	1550	B	globe	$545.00
Sep 24, 2010 4:52:50 PM	1551	B	payson	$40.00
Sep 27, 2010 4:54:47 PM	1552	B	globe	$639.00
Sep 27, 2010 4:54:47 PM	1553	B	payson	$32.00
Sep 28, 2010 4:48:04 PM	1554	B	globe	$394.00
Sep 28, 2010 4:48:04 PM	1555	B	payson	$102.00
Sep 29, 2010 4:56:27 PM	1556	B	globe 9/29	$341.00
Sep 29, 2010 4:56:27 PM	1557	B	globe 9/29	$140.00
Sep 29, 2010 4:56:27 PM	1558	B	payson 9/29	$101.00
Sep 30, 2010 12:00:00 AM	1559	B	payson	$113.00
Sep 30, 2010 12:00:00 AM	1560	B	globe	$930.21
			Total	$24,289.98

-1506. Aug *
22783.98
- 2 - deposit error
22,781.98

ARIZONA STATE TREASURER'S OFFICE
1700 West Washington, Phoenix, Arizona 85007-2812
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: September 2010

Date: 10 / 13 / 2010

Depositor Code # 5393

Prepared By: Angel Thompson

Title: Recording Clerk

Phone #: (928)-425-3231

Depositor Name: Gila County Recorder

Address: 1400 E Ash Street
Globe, Arizona 85501

negative amounts are not to be used on this form

(contact this Office for guidance regarding negative entries)

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights – Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF – Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute Resolution Fund	22-281C2; 12-135; 12-284.03A5	
Mining Fees	27-208D	51.20
Child Passenger Restraint	28-907C	
DPS – Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law – Crim. Cases	41-2421E4	
GITEM	41-1724; 11-1051	

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES (continued)		
DUI, OUI Assessment (public safety equip fund)	5-395.01; 5-396, 7; 28-1381-3; 28-8284, 6-8; 14-1723	
FARE General Services Fee		
FARE Delinquent Fee		
FARE Special Collections Fee		
FARE Installment Fee		
Constable Ethics Fund	11-445 (80%)	
Constable Ethics Fund	11-445 (20%)	
Photo Enforcement Fee	41-1722	
Photo Enforcement Process Serving Fee		
OTHER FINES & FEES (describe and indicate ARS #)		
TAXES		
Prior Year Real Property	42-208	
Personal Property	42-208	
County Education District	15-991.01A	
Property-Min School Tax	15-992B, C	
State Water Banking	48-3715.03; 45-2425	
C.A.W.C.D.	48-3715	
Groundwater Replenishment	48-3773.A3; 48-3772	
OTHER TAXES (describe and indicate ARS #)		
90/10 REVENUE		
Mobile Home Relocation	33-1476.03 (90%)	
Mobile Home/Ins. & Cost	33-1476.03 (10%)	

TOTAL AMOUNT REMITTED:

By Check	51.20
By Cr Advice (Wire)	
TOTAL	51.20

NOTES:

FOR STATE TREASURER USE ONLY

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

House Account Summary

Gila County AZ

For the Period of 09/01/2010 - 09/30/2010

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($359.00)	$40.00	$0.00	($319.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($44.57)	$0.00	$0.00	($44.57)
ADOT	AZ DEPT OF TRANS	($295.50)	$0.00	$0.00	($295.50)
APS	APS/COPIES	($200.00)	$0.00	$0.00	($200.00)
APSR	APS/RECORDINGS	($83.00)	$0.00	$0.00	($83.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($141.00)	$39.00	$0.00	($102.00)
AWC	ARIZONA WATER COMPANY	($250.00)	$0.00	$0.00	($250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	$12.00	$12.00	$0.00	$24.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($1,100.00)	$0.00	$0.00	($1,100.00)
CARD	Cardon Hiatt / The Vineyrd Group	($117.00)	$0.00	$0.00	($117.00)
DOCUT	DOCUTECH CORP	($289.00)	$0.00	$0.00	($289.00)
EQUIT	EQUITY SERVICES	($185.00)	$6.00	$0.00	($179.00)
ERAY	ERA YOUNG REALTY	($211.00)	$46.80	$0.00	($164.20)
EXCEL	EXCEL DOCUMENT SERVICES	($99.00)	$16.00	$0.00	($83.00)
FARES	First American Corelogic Inc.	($35.00)	$0.00	$0.00	($35.00)
FATM	FIRST AMERICAN MICROFICHE	($3,275.00)	$257.80	$0.00	($3,017.20)
FNDS	LPS APPLIED ANALYTICS	($1,010.00)	$285.00	$0.00	($725.00)
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($73.00)	$0.00	$0.00	($73.00)
IMAPP	IMAPP , INC	($41.00)	$0.00	$0.00	($41.00)
IRS	INTERNAL REVENUE SERVICE	($48.00)	$252.00	($276.00)	($72.00)
LA001	First American Title Lenders Advantage	($236.00)	$152.00	($500.00)	($584.00)
MHK	MORRIS HALL KINGHORN	($272.00)	$6.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($681.00)	$844.00	($706.00)	($543.00)
PIONE	PIONEER TITLE AGENCY FICHE	($170.00)	$436.00	($1,000.00)	($734.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($2,864.00)	$7,482.00	($7,000.00)	($2,382.00)
RSSI	RECORD SEARCHING SERVICES INC	($216.00)	$7.00	$0.00	($209.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($668.20)	$111.00	$0.00	($557.20)
Title 1 copy	Debbie Swann	$0.00	$0.00	($100.00)	($100.00)
Totals		**($12,951.27)**	**$9,992.60**	**($9,582.00)**	**($12,540.67)**

Item #: 5- M

Regular BOS Meeting
Date: 11/16/2010

Reporting Period:	Payson Regional Justice Court Monthly Report for September 2010
Submitted For:	Dorothy Little, Justice of the Peace-Payson Region
Submitted By:	Dorothy Little, Superior Court

Information

Subject

Payson Regional Justice Court monthly report for September 2010

Suggested Motion

Approval of the September 2010 monthly departmental activity report submitted by the Payson Regional Justice of the Peace.

Attachments

Link: Payson Regional Justice Court Report for September 2010

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2010

CRIMINAL TRAFFIC

	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	**71**	**5**	**157**	**233**
Filed	**12**	**1**	**27**	**40**
Transferred In	**0**	**0**	**0**	**0**
SUBTOTAL	**83**	**6**	**184**	**273**
Transferred Out	**0**	**0**	**0**	**0**
Other Terminations	**7**	**0**	**26**	**33**
TOTAL TERMINATIONS	**7**	**0**	**26**	**33**
Statistical Correction	0	0	0	**0**
Pending End of Month	**76**	**6**	**158**	**240**

***A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.**

TRAFFIC FAILURE TO APPEAR**

Pending 1st of Month	Filed	Trans In	**SUB-TOTAL**	Trans Out	Other Term.	**TOTAL TERM.**	Stat. Corr.	**Pending End of Month**
260	3	0	**263**	**0**	**3**	**3**	0	**260**

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	**SUB-TOTAL**	Trans Out	Default Judg-ment	Other Term.	**TOTAL TERM.**	Stat. Corr.	**Pending End of Month**
937	302	0	1,239	0	21	314	335	0	904

Civil Traffic Hearings Held: **6**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04
(Part of Civil Traffic Above)

Filed **125** Trans In **0** **TOTAL** **125**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2010

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	572	43	0	**615**	0	87	87	*0*	**528**
Failure to Appear (Non-Traffic)	83	1	0	**84**	0	2	2	*0*	**82**
TOTAL	655	44	0	**699**	0	89	89	0	**610**

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **1** Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
40	**9**	**0**	49	**0**	**1**	1	0	**48**

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **139**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	**0**	**0**	0	**0**	0	**0**
Non-Parking	**0**	**0**	0	**0**	0	**0**
TOTAL	0	0	0	0	0	**0**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2010

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	**64**	**9**	**238**	**311**
Filed	**9**	**5**	**44**	**58**
Transferred In	**0**	**0**	**0**	**0**
SUBTOTAL	**73**	**14**	**282**	**369**
Transferred Out	**0**	**0**	**0**	**0**
Other Terminations	**2**	**5**	**37**	**44**
TOTAL TERMINATIONS	**2**	**5**	**37**	**44**
Statistical Correction	0	0	0	**0**
Pending End of Month	**71**	**9**	**245**	**325**

Small Claims Hearings Held/Defaults: **0**

Civil Court Trials Held: **2**

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: **0**

Civil Jury Trials Held: **0**

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	**11**	**12**	**0**	**12**
Harassment	**30**	**26**	**5**	**31**

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: **13**

Injunction Against: **7**

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: **0**

Fugitive Complaints Filed: **0**

Juvenile Hearings Held: **0**

Search Warrants Issued: **13**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: September 2010

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	**182**
Serious Violations	**10**
All Other Violations	**647**
TRAFFIC TOTAL	**839**

CRIMINAL WARRANTS OUTSTANDING

Felony	**131**
Misdemeanor	**829**
CRIMINAL TOTAL	**960**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Name of Preparer

Date of Preparation

PAYSON JUSTICE COURT TREASURER'S RECAP FY2011

SEPTEMBER, 2010	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR		T848-2061	$ 76.39	$ 3.82	$ 72.57
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Attorney Fee Reimbursement	ZATT	1005.314-3350.00	X10501314004429	$ 196.89		$ 196.89
Citizens Clean Elections	ZCEF		T888-2061	$ 2,058.77		$ 2,058.77
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 9,675.43	$ 483.77	$ 9,191.66
Defensive Driving Diversion Fee	ZDDS	1005.314-3400.90	X105-4609	$ 3,360.00	$ 168.00	$ 3,192.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,306.62	$ 65.33	$ 1,241.29
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 570.98	$ 28.55	$ 542.43
Base Fees (General Fund)	ZFEE	1005.314-3400.15	X105-4615	$ 1,825.39	$ 91.27	$ 1,734.12
Base Fines (General Fund)	ZFINE	1005.314-3510.10	X105-4831	$ 18,851.35	$ 942.57	$ 17,908.78
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,441.23	$ 72.06	$ 1,369.17
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.314.3400.17	X10501314004861	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU		T912-2061	$ 2,722.84	$ 136.14	$ 2,586.70
Judicial Collection Enhancement $7	ZJCL	4741.314-3400.15	X36001314004615	$ 649.25		$ 649.25
Judicial Collection Enhancement Local %	ZJCLF	4741.314-3400.15	X36001314004615	$ 254.14	$ 12.71	$ 241.43
Judicial Collection Enhancement $13	ZJCS		T818-2061	$ 1,205.75		$ 1,205.75
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 581.46	$ 29.07	$ 552.39
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502340004651	$ 1,027.25		$ 1,027.25
Local Costs	ZLCL	1005.314-3510.10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005.314-3400.99	X105-4886	$ 446.14	$ 22.31	$ 423.83
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 2,676.33	$ 133.82	$ 2,542.51
Overpayment Forfeited	ZOVF	1005.314-3510.10	X105-4831	$ 9.40	$ 0.47	$ 8.93
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 45.00	$ 2.25	$ 42.75
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 347.83	$ 17.39	$ 330.44
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 5,026.47	$ 251.32	$ 4,775.15
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 53.55	$ 2.68	$ 50.87
Reimbursement to County Attorney 60%	ZREIM	3544.301-3400.11	X18201301004620	$ 2,121.77		$ 2,121.77
Reimbursement to Superior Court 40%	ZREIM	4574.333-3400.16	X226333004864	$ 1,414.51		$ 1,414.51
Warrant Fee	ZWAR	1005.314-3510.10	X105-4831	$ 248.02	$ 12.40	$ 235.62
AZ Native Plant Fund	ZANP		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 25.65	$ 1.28	$ 24.37
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 1,146.92	$ 57.35	$ 1,089.57
DUI Abatement	ZDUIA		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 2,152.59		$ 2,152.59
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,337.86		$ 1,337.86
Game and Fish - Wildlife	ZGF		STATE	$ 24.73	$ 1.24	$ 23.49
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 85.61	$ 4.28	$ 81.33
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 2,858.17	$ 142.91	$ 2,715.26
Registrar of Contractors	ZRCA		STATE	$ 378.39	$ 18.92	$ 359.47
State Highway Fund	ZSHWY		STATE	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 73.52	$ 3.68	$ 69.84
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ 152.00		$ 152.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 5.05	$ 0.25	$ 4.80
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				**$ 66,433.25**	**$ 2,705.84**	**$ 63,727.41**
			TOTAL ADJUSTED BALANCE VERIFICATION			**$ 63,727.41**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/1/10	4217	**$ 58,422.67**	GILA COUNTY TREASURER
10/1/10	4218	**$ 7,853.78**	ARIZONA STATE TREASURER
10/1/10	4219	**$ 152.00**	GILA COUNTY BAD CHECK PROGRAM
10/1/10	4220	**$ 4.80**	SHERIFF SUSPENDED PLATES AND HURF
		$ -	CITY POLICE SUSPENDED PLATES AND HURF
		$ 66,433.25	**TOTAL DISTRIBUTIONS THIS MONTH**
		$ 12,778.48	**CHECKBOOK BALANCE AFTER ALLOCATION**

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for SEPTEMBER, 2010.

_____

DOROTHY A. LITTLE
Gila County Justice of the Peace

Item #: 5- N

Regular BOS Meeting

Date: 11/16/2010

Reporting Period: Personnel Report for the weeks of 11/02/10, 11/9/10 and 11/16/10

Submitted For: Berthan DeNero, Personnel Director

Submitted By: Erica Raymond, Deputy County Manager

Information

Subject

Personnel Report for the weeks of 11/02/10, 11/9/10 and 11/16/10

Suggested Motion

Approval of personnel reports for the weeks of November 2, 2010, November 9, 2010, and November 16, 2010.

Attachments

Link: 11/2/10 Personnel Report

Link: 11-9-10 Personnel Report

Link: 11-16-10 Personnel Report

PERSONNEL ACTION ITEMS
NOVEMBER 2, 2010
REVISED

DEPARTURES FROM COUNTY SERVICE:

1. Sandra Bowling – Probation – Administrative Clerk Senior – 10/29/10 – Juvenile Intensive Probation Supervisor Fund – DOH 07/11/05 – Retired
2. Karen Eylicio – Probation Juvenile Detention – Juvenile Detention Officer Shift Supervisor – DOH 04/01/85 – Retired
3. Veronica Gonzales – Probation – Administrative Clerk Senior – 10/29/10 – Adult Probation Service Fees Fund – DOH 08/18/08 – Resigned

DEPARTMENTAL TRANSFERS:

4. Jacob Delecki – From Probation – To Sheriff's Office – From Deputy Probation Officer 2 – To Deputy Sheriff Recruit – 10/29/10 – From State Aid Enhancement Fund – To General Fund

POSITION REVIEW:

5. Berthan DeNero – From Personnel – To Human Resources – From Personnel Director – To Human Resources Director - General Fund – 10/25/10
6. Matthew Bolinger – From Emergency Management Operations and Health Preparedness – To Health and Emergency Services – From Director of Emergency Operations and Health Preparedness – To Director of Health and Emergency Services – 70% General Fund – 30% Bio Terrorism Program Fund

REQUEST PERMISSION TO POST:

1. Health and Emergency Services – WIC Breastfeeding Peer Counselor Supervisor – New Position

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

7. Mark Highstreet II - Sheriff's Office - Detention Officer – 10/18/10- General Fund – DOH 05/10/10 – Failure to complete probationary period
8. Hazel Young - Sheriff's Office - Detention Officer – 10/24/10 - General Fund – DOH 03/26/01 – Terminated

HIRES TO COUNTY SERVICE:

9. Earlene Ingram - Sheriff's Office – 911 Dispatcher – 11/08/10 - General Fund - Replacing Anthony Waddell

END PROBATIONARY PERIOD:

10. Angelita Mendoza – Sheriff's Office - Administrative Clerk – 10/25/10 - General Fund
11. Robert Chagolla - Sheriff's Office – Deputy Sheriff – 10/25/10 - General Fund

PERSONNEL ACTION ITEMS
NOVEMBER 9, 2010

HIRES TO COUNTY SERVICE:

1. Jim Weeks - Community Development – Part Time/As Needed Hearing Officer – 09/01/10 - General Fund – Not replacing anyone

POSITION REVIEW:

2. Richard Ruiz - Board of Supervisors – Temporary Laborer – 10/26/10 – Constituent Services II Fund – Extending temporary employment to 12/10/10
3. Manuel Rodriguez - Board of Supervisors – Temporary Laborer – 10/26/10 – Constituent Services II Fund – Extending temporary employment to 12/10/10
4. Billy Tarango - Board of Supervisors – Temporary Laborer – 10/26/10 – Constituent Services II Fund – Extending temporary employment to 12/10/10

REQUEST PERMISSION TO POST:

5. Finance – Accounting Clerk Senior – New Position
6. Finance – Accounting Clerk Senior – New Position

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

7. Jennifer Stout - Sheriff's Office – Detention Officer Sergeant – 10/18/10 - General Fund – DOH 11/15/04 - Terminated

PERSONNEL ACTION ITEMS
NOVEMBER 16, 2010

DEPARTURES FROM COUNTY SERVICE:

1. Daniel Alonzo – Globe Regional Justice Court – Collections Officer – 11/08/10 – General Fund – DOH 11/26/07 – Retired
2. Joseph Eylicio – Probation – Juvenile Detention Facility Supervisor – 10/29/10 - General Fund – DOH 04/01/85 – Retired

HIRES TO COUNTY SERVICE:

3. Gary Goetteman – Globe Regional Justice Court – Justice of the Peace – 11/16/10 - General Fund – Replacing Patty Nolan
4. Amber Martinez – Health and Emergency Services – Animal Regulation Enforcement Officer – 11/15/2010 – Rabies Control Fund - Replacing Nicholas Campagna
5. Virginia Mounce – Administrative Services – Administrative Clerk – 11/01/10 - General Fund – Replacing Bertha Gutierrez
6. Amanda Roady - Community Services – Accountant – 11/08/10 – Various Fund Codes – Replacing Dan Mikaloy

END PROBATIONARY PERIOD:

7. William McDaniel – Public Works Facilities Management – Building Maintenance Technician Senior – 11/24/10 – Facilities Management Fund

POSITION REVIEW:

8. Juley Bocardo-Homan – From Personnel – To Human Resources – From Deputy Personnel Director - To Deputy Human Resources Director – 10/25/10 - General Fund
9. Angelo Cutter - From Personnel – To Human Resources – From Personnel Assistant Senior – To Human Resources Assistant Senior - 10/25/10 - General Fund
10. Erica Raymond – From Personnel - To Human Resources – From Personnel Assistant – To Human Resources Assistant – 10/25/10 - General Fund
11. Carolyn Haro – From Health and Community Services – To Community Services – From Manager Public Health Services – To Manager Community Services – 11/08/10 - Various Fund Codes
12. Cecilia Bejarano – From Health and Community Services – To Community Services – 11/08/10 – Various Fund Codes

REQUEST PERMISSION TO POST:

13. Public Works Facilities Management – Building Maintenance Technician – Vacated by John Sanchez

SHERIFF'S PERSONNEL ACTION ITEMS

HIRES TO COUNTY SERVICE:

14. Cynthia Claydon - Sheriff's Office - Detention Officer – 11/22/10 - General Fund – Replacing Mark Highstreet
15. Kace Loya - Sheriff's Office - Detention Officer – 11/22/10 - General Fund – Replacing Aaron Villegas

DEPARTMENTAL TRANSFERS:

16. Marcus Teague - Sheriff's Office – From Detention Officer – To Property and Evidence Custodian – 11/22/10 - General Fund