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, APRIL 19, 2011 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Recognition of the following four (4) employees for March's "Spotlight on Employees" Program: Richard Kruger, Linda Rodriguez, Leana Asberry and Becky Lee. **(Erica Raymond)**

B Presentation on the Copper Corridor Economic Development Coalition's recent achievements and upcoming projects. **(Bill Bolin)**

3 **REGULAR AGENDA ITEMS:**

A **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors)** Information/Discussion/Action to consider a Floodplain Variance Request submitted by Rickie Wood and Nelly Jean Golslin for Parcel No. 304-31-035, located in Gisela Ranches Subdivision, for purposes of a 28-foot by 32-foot garage. **(Steve Sanders/Darde de Roulhac) (Motion to adjourn as the Gila County Flood Control District and reconvene as the Gila County Board of Supervisors)**

B Information/Discussion/Action to approve the 2011 Gila County Redistricting Principles which shall be used during the decennial redistricting process. **(Linda Eastlick)**

C Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 033011-1 for a merchant services provider for Gila County. **(Joe Heatherly)**

D Information/Discussion/Action to approve a Contract for Bookkeeping/Fee Accounting Services between the Gila County Housing Authority and Quality Accounts, LLC at a cost of $1,260 per year for the period July 1, 2010, through June 30, 2012. **(Dave Fletcher)**

E Information/Discussion/Action to approve Professional Services Contract No. 2015.091/3-2011 between Gila County and Mimi Hurtado Consulting whereby consulting services will be provided for WIA (Workforce Investment Act) monitoring services in the amount of $4,500 from April 19, 2011, to May 31, 2011. **(Barbara Valencia)**

F Information/Discussion/Action to ratify the Chairman's signature on the Section 5310 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of $88,154, which includes a GEST match of $10,714, for the purchase of one lift-equipped cutaway van and one minivan without lift to allow the GEST Program to continue providing the authorized transportation needs to the individuals in Gila County. **(Dave Caddell)**

G Information/Discussion/Action to ratify the Chairman's signature on the Section 5316 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of $70,000, which includes a GEST match of $8,360, for the purchase of one 4-door 4X4 longbed pickup truck and operating expenses to continue providing the authorized employment transportation needs to the individuals in Gila County. **(Dave Caddell)**

H Information/Discussion/Action to approve a Disability Related Employment Services Contract between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, dba Gila Employment and Special Training to provide employment services to vocational rehabilitation clients in Gila County for the period July 1, 2011, through June 30, 2014. **(David Caddell)**

I Information/Discussion/Action to ratify the Board of Supervisors' approval for the submission of a State Homeland Security Grant Program Application by the Information Technology Department to the Arizona Department of Homeland Security in the amount of $39,612 for a secondary microwave drop to be installed at the Gila County Public Works Administration building located at 745 N. Rose Mofford Way in Globe. **(Darryl Griffin)**

J Information/Discussion/Action to accept Grant Award No. RFC-09-AZ-2010 from the Arizona Division of Emergency Management in the amount of $176,924 for property acquisition for flood mitigation. **(Matthew Bolinger)**

K Information/Discussion/Action to authorize the Chairman's signature on the seven applications to the Arizona Public Service Schools and Government Program for solar energy funding in coordination with PV Advanced Concepts at no up-front capital investment by Gila County. **(Steve Stratton)**

L Information/Discussion/Action to approve the site at the landfill to erect the pre-engineered building for the Community Services Division Weatherization Program. **(Steve Stratton)**

M Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 031711-1 for SBS polymer chip seal oil for the consolidated Gila County Roads Department. **(Steve Stratton)**

N Information/Discussion/Action to approve Line Extension Agreement Work Order No. W493571 between Gila County and Arizona Public Service Company (APS) in the amount of $30,579.44, whereby APS will construct electric distribution facilities to serve the new Public Works Roads/Shop Building at 1001 Besich Boulevard in Globe. **(Steve Stratton)**

O Information/Discussion/Action to approve Professional Services Contract No. 6510.526.REC04/3-2011 between Gila County and Terrane Engineering Corporation in the amount of $1,950, whereby consulting services will provided for the geotechnical exploration as part of the Pine Creek Canyon Road Project for the period April 19, 2011, through June 30, 2011. **(Steve Sanders)**

P Information/Discussion/Action to approve Professional Services Contract No. 1005.104/4-2011 between Gila County and Creative Communications in the amount of $990, whereby the contractor will provide the services necessary to extend the antenna at Mt. Ord for the period April 19, 2011, through June 30, 2011. **(Steve Stratton)**

4 **CONSENT AGENDA ACTION ITEMS:**

A Approval of Amendment No. 2 to Contract No. 0010-0444, between Pinal Gila Council for Senior Citizens Area Agency on Aging, Region V, and Gila County Community Action/Housing Services to allocate funds in the amount of $12,274, which will be used to help residents who meet program qualifications with minor home repairs for the period July 1, 2010, through June 30, 2011.

B Approval of an Agreement for Election Services between Gila County and the Cobre Valley Sanitation District (District) whereby the Gila County Recorder's Office will provide the District with "Vote by Mail" Special Election services on May 17, 2011.

C Approval of an Agreement for Election Services between Gila County and the Pinal Sanitation District (District) whereby the Gila County Recorder's Office will provide the District with "Vote by Mail" Special Election services on May 17, 2011.

D Approval of changes to Best and Final Offer Bid Solicitation No. ADES11-00000414 between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, dba Gila Employment and Special Training (GEST), to provide extended supported employment services to vocational rehabilitation clients.

E Approval of Data Sharing Request/Agreement No. DE106003-008, Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities) between Gila County, dba Gila Employment and Special Training and Arizona Department of Economic Security, Rehabilitation Services Administration.

F Approval of revisions to the Public Works Division Policy No. DPW 09-05 - "Commercial Driver License (CDL) Random Drug/Alcohol Testing."

G Approval to accept the resignations of Maxine Brown-Central Arizona Association of Governments and Jan Engan-Pinal-Gila Council for Senior Citizens from the Gila-Pinal Workforce Investment Board; and to appoint Brian Tapp, Executive Director of Central Arizona Association of Governments, and Joan Moore, Workforce Development Director for Pinal-Gila Council for Senior Citizens, for a 4-year term of office, from December 28, 2010, through December 27, 2014.

H Approval of the Gila County Rodeo Committee's request to use the Fairgrounds Rodeo arena for the Copper Dust Stampede Rodeo on May 14-15, 2011, with a waiver of fees.

I Approval of a Special Event Liquor License Application submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor at an event to be held on May 14, 2011.

J Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo to be held on May 14-15, 2011

K Approval of the February 2011 monthly departmental activity report submitted by the Clerk of Superior Court.

L Approval of Human Resources reports for the weeks of April 12, 2011, and April 19, 2011.

M Approval of finance reports/demands/transfers for the weeks of April 12, 2011, and April 19, 2011.

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

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

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

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

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

ARF-490 **Presentation Agenda Item Item #: 2- A**

Regular BOS Meeting

Date: 04/19/2011

Submitted For: Juley Bocardo-Homan, Deputy Human Resources Director

Submitted By: Erica Raymond, Human Resources

Department: Human Resources

Presenter's Name: Erica Raymond

Information

Request/Subject

March Spotlight on Employees Program

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: team work, quality, morale building, integrity, customer service and initiative.

Evaluation

N/A

Conclusion

N/A

Recommendation

To allow the Human Resources Department to publicly recognize the following 4 employees for March's "Spotlight on Employees" Program: Richard Kruger, Linda Rodriguez, Leana Asberry and Becky Lee.

Suggested Motion

Recognition of the following four (4) employees for March's "Spotlight on Employees" Program: Richard Kruger, Linda Rodriguez, Leana Asberry and Becky Lee. **(Erica Raymond)**

ARF-514 **Presentation Agenda Item Item #: 2- B**

Regular BOS Meeting

Date: 04/19/2011

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:	Bill Bolin

Information

Request/Subject

Copper Corridor Economic Development Coalition Presentation

Background Information

In accordance with County policy, a written (email) request was submitted by Ellen Kretsch and Mila Lira to allow Mr. Bill Bolin to make a presentation to the Board of Supervisors regarding the Copper Corridor Economic Development Coalition's (CCEDC) recent achievements and upcoming projects. The County Manager has approved the request.

Evaluation

Mr. Bolin will make a presentation regarding CCEDC's recent achievements and upcoming projects at the Board of Supervisors' April 19th meeting.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation on the Copper Corridor Economic Development Coalition's recent achievements and upcoming projects. **(Bill Bolin)**

ARF-482 **Regular Agenda Item Item #: 3- A**

Regular BOS Meeting

Date: 04/19/2011

Submitted By:	Darde DeRoulhac, Public Works Division		
Department:	Public Works Division	Division:	Floodplain
Presenter's Name:	Steve Sanders /Darde de Roulhac		

Information

Request/Subject

Floodplain Variance Request by Rickie Wood and Nelly Jean Golslin for Parcel 304-31-035.

Background Information

Mr. Wood constructed an 896 square foot garage on his property in Gisela without first obtaining a floodplain use permit or a building permit.

Mr. Wood was informed of the requirements before construction. After construction without a permit, Mr. Wood was taken to the Civil Hearing Officer as an attempt to get him to bring the structure into compliance with the regulations. The judgment ordered that the property be brought into compliance, levied a penalty, and directed that the County can record to deed that the violation has occurred. The building has not been brought into compliance with the regulations.

Mr. Wood is now retroactively asking for a variance from all floodplain regulations, including the requirements to obtain a permit prior to construction, and to either elevate the floor to the regulatory flood elevation, or else comply with "wet-floodproofing" requirements.

(The term "wet-floodproofing" means the installation flood vents in the walls to equalize water pressure on both sides of the wall, and construction using flood-resistant materials below the regulatory flood elevation. Wet-floodproofing is allowed for buildings not exceeding 600 square feet, and which are useable solely for parking and storage. Because of the building size, a variance would be required even to comply with the regulations by wet-floodproofing the building in lieu of elevating the floor.)

Evaluation

A. FINDINGS OF FACT:

The variance applicants, Rickie Wood and Nelly Jean Golslin,

1) Were sent a standard Flood Hazard Determination Form by Gila County Community Development Division on February 23, 2011. This form stated that the property is within a special flood hazard area, and provided the base flood elevation (2877.5 ft above mean sea level) from the Flood Insurance Rate Map. An aerial photo with the FEMA flood elevations was included, showing that the flooding is from Tonto Creek. The applicants were advised that the regulatory flood elevation (lowest floor elevation) is to be one foot above the base flood elevation, or 2878.5.

2) Were informed by the Floodplain Administrator on March 2, 2010, that a variance would be required if the building of the proposed 24-ft by 32-ft size was to be wet-floodproofed instead of elevating the floor a foot above the base flood elevation (also called the regulatory flood elevation).

3) Applied for a Floodplain Use Permit on March 16, 2010. No proposed building details were provided.

4) Submitted plans for the proposed building on April 6, 2010, on which the drawings were changed and initialed by the applicant to change the floor elevation from the required 2878.5, to an elevation of 2876.5, two feet BELOW the regulatory flood elevation. There were no plans for wet-floodproofing, and no variance was obtained from the Board to allow the building to be wet-floodproofed. Mr. Wood was again advised of the floodplain requirements, and the need for a variance if the floor was not to be elevated to at least the regulatory flood elevation. He was also given a FEMA publication about flood-resistant materials, to assist in planning his building. Mr. Wood stated that he had already

started the footings. A Floodplain Use Permit was not issued, since the proposed building was not in compliance with the Gila County Floodplain Management Ordinance.

5) Proceeded to construct the garage, and also added a carport onto the garage. This was reported on April 28, 2010, by Gila County Community Development Division Code Compliance staff. A Notice of Violation was delivered by the Community Development Division on May 3, 2010.

6) Appeared before the Hearing Officer on October 8, 2010. Mr. Wood was given time to submit plans that would comply with the ordinance and/or apply for a variance if he elected to meet the requirements by wet-floodproofing the building.

7) Failed to appear for a hearing on December 3, 2010, to evaluate the status in regards to the compliance order. Judgment was entered in favor of Gila County, Mr. Wood was fined $700 and ordered to bring the property into compliance.

8) Was served with a copy of the judgment by the Constable of the Payson Regional Justice Court on December 6, 2010. Mr. Wood was given 15 days to appeal the judgment, but he did not request any appeal to the judgment.

9) Subsequent to the judgment, requested this variance from the Gila County Floodplain Management Ordinance, at the encouragement of the Gila County Building Official.

B. NATURE OF VARIANCE REQUEST:

Section 6.1 of the Gila County Floodplain Management Ordinance requires that "variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners..."

The physical characteristics of this parcel are extremely similar to those of adjacent parcels, which are relatively flat land in the Tonto Creek floodplain (see aerial photo in Exhibit B).

C. MINIMUM NECESSARY RELIEF:

Section 6.3.D of the Ordinance requires that a "variance is the minimum necessary, considering the flood hazard, to afford relief."

To waive all floodplain requirements does not appear to be the minimum necessary to afford relief from the floodplain requirements.

A variance to allow floodproofing a parking and storage building over 600 square feet would be a more minimal means of affording relief from floodplain regulations.

With a variance to allow wet-floodproofing, the building could be retrofitted with flood vents AND the lower part of the walls could be retrofitted with flood resistant materials (although admittedly it is more expensive to retrofit than to install at the time of construction). Acceptable flood-resistant materials are listed in FEMA Technical Bulletin 2-93, included as Exhibit D.

It appears that the request is for a variance which greatly exceeds the minimum necessary to provide relief.

<u>Conclusion</u>

1) The justification stated by the applicant is personal in nature, and not based on a characteristic unique to the property and not shared by adjacent parcels, and therefore, it does not appear to meet the stipulations for granting a variance found in Section 6.1 of the Gila County Floodplain Management Ordinance, which is quoted on Exhibit C.

2) Flood insurance costs rise dramatically for homes placed below the flood elevation.

3) An earthen pad or filled stemwall could have been constructed to raise the garage floor, with a ramp into the building. The building could have been built to comply with the regulations.

4) Section 6.3.D of the Ordinance requires that the variance be the minimum necessary, considering the flood hazard, to afford relief. As explained above, this request appears to be asking for much more than the minimum necessary.

Recommendation

Staff recommends denial of this variance request for the reasons stated above.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors) Information/Discussion/Action to consider a Floodplain Variance Request submitted by Rickie Wood and Nelly Jean Golslin for Parcel No. 304-31-035, located in Gisela Ranches Subdivision, for purposes of a 28-foot by 32-foot garage. **(Steve Sanders/Darde de Roulhac) (Motion to adjourn as the Gila County Flood Control District and reconvene as the Gila County Board of Supervisors)**

Attachments

Link: Exhibit A - Variance Request Letter

Link: Exhibit B - Plan, Photos, Tech Info

Link: Exhibit C - Ordinance Excerpts

Link: Exhibit D - Civil Judgments

Link: Exhibit E - FEMA Flood-Resistant Materials Bulletin

EXHIBIT A

VARIANCE REQUEST LETTER

February 8, 2011

Rickie Wood & Nelly Jean Golslin
326 S River Rd
Payson, Arizona

Re: Request for a Variance from Floodplain Regulations for a Garage Built on Parcel # 304-31-035, Lot 28, Gisela Ranches Subdivision.

I would like apply for a variance to waive the requirements of Sections 4.1 and 5.2 of the Gila County Floodplain Management Ordinance. These require getting a permit before construction, and raising the floor or else putting in flood vents and waterproofing the walls below the flood level.

At this time, I would like the Board to waive both of these sections and approve a variance so I can go ahead and get a building permit.

Sincerely,

Rickie R. Wood

Rickie Wood

RECEIVED
FEB 09 2011
GILA CO FLOOD CTRL ENGR

EXHIBIT B

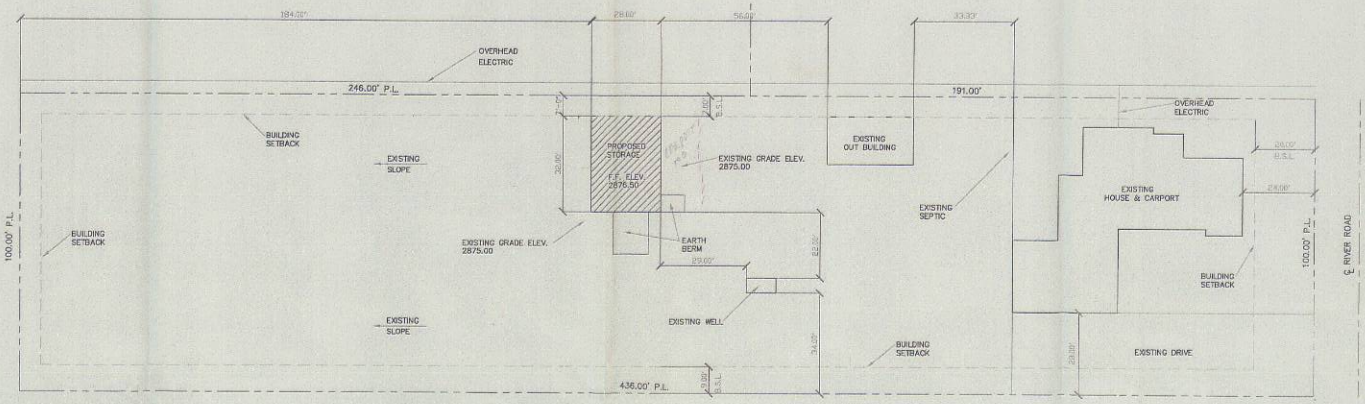
PLANS, PHOTOGRAPHS, and TECHNICAL DOCUMENTATION

Part 1: PLANS

Site Plan and Preliminary Building Plans (Not Approved)

Building plans show initialed changes by the applicant to change the floor elevation from the original plans, which showed floors at the regulatory flood elevation of 2878.5, to a floor elevation of 2876.5, which is two feet low. The constructed floor elevation was measured at 2875.6.

REVISIONS	BY



SITE PLAN

SCALE 1"=20.0'

0 5 10 20

GENERAL NOTES

1. ALL WORK IS TO BE PERFORMED IN A THOROUGH WORKMANSHIP LIKE MANNER BY SKILLED WORKMEN IN CONFORMANCE WITH THE BEST STANDARDS OR PRACTICES IN THE TRADE.
2. ALL WORK SHALL COMPLY WITH ALL APPLICABLE LOCAL, COUNTY, AND STATE, AND FEDERAL CODES, ORDINANCES, RULES, AND REGULATIONS INCLUDING ALL CURRENT ADDENDA AND ERRATA.
3. THE CONTRACTOR SHALL VERIFY DIMENSIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
4. CONTRACTORS SHALL DETERMINE LOCATIONS OF UTILITY SERVICES IN ALL AREAS TO BE EXCAVATED PRIOR TO EXCAVATION.
5. ALL FOOTINGS SHALL BEAR ON NATIVE UNDISTURBED SOIL OR ENGINEERED FILL. MIN PRESSURE 1500 PSF.
6. CONCRETE SHALL HAVE THE FOLLOWING COMPRESSIVE STRENGTH AT 28-DAYS: 2500 PSI-FLAT SLABS AND FOOTINGS.
7. MINIMUM CLEAR DISTANCE FROM THE REINFORCING STEEL TO FACE OF CONCRETE SHALL BE:
   3" WHEN CONCRETE IS PLACED AGAINST EARTH
   2" WHEN CONCRETE IS FORMED AND PLACED AGAINST EARTH
   1-1/2" WHERE CONCRETE IS FORMED
8. PLACE NO CONCRETE UNTIL REINFORCING, SLEEVES, BUCKS, HANGERS, PIPES, CONDUITS, BOLTS, ETC., HAVE BEEN PLACED AND FORMS ARE PLUMBED, ALIGNED, SECURED, AND ALL FACTORS ARE IN COMPLETE READINESS TO RECEIVE CONCRETE.
9. REINFORCING STEEL SHALL BE GRADE 60 DEFORMED BARS CONFORMING TO A.S.T.M. A-615-40 BARS.
10. SPLICES IN REINFORCING STEEL SHALL LAP 40 BAR DIAMETERS OR 18", WHICHEVER IS GREATER IN ALL CONCRETE WORK.
11. HORIZONTAL FRAMING LUMBER SHALL BE DOUGLAS FIR (SOUTH), No. 2 GRADE MIN. UNLESS NOTED OTHERWISE ON PLANS.
    2"X 4" : Fb = 1425 PSI AND E = 1,200,000 PSI.
    2"X 6" : Fb = 1235 PSI AND E = 1,200,000 PSI.
    2"X 8" : Fb = 1140 PSI AND E = 1,200,000 PSI.
    2"X 10" : Fb = 1045 PSI AND E = 1,200,000 PSI.
    2"X 12" : Fb = 950 PSI AND E = 1,200,000 PSI.
12. VERTICAL LUMBER SHALL BE HEM-FIR STUD GRADE MIN.
    2"X 4" : Fb = 855 PSI AND E = 1,200,000 PSI.
    2"X 6" : Fb = 775 PSI AND E = 1,200,000 PSI.
    2"X 8" : Fb = 1175 PSI AND E = 1,200,000 PSI. (No.2 GRADE)
13. GLU-LAM BEAMS SHALL BE DOUGLAS FIR E = 1.7 X 10^6 PSI Fb = 2,000 PSI < 15"DP Fb = 2400 PSI > 15"DP, E = 1.8 X 10^6 PSI Fv = 165 PSI ARCHITECTURAL GRADE.
14. PLYWOOD ROOF SHEATHING SHALL BE STANDARD GRADE WITH EXTERIOR GLUE (32/16) INDEX STRUCTURAL II. NAIL PLYWOOD DIAPHRAGM WITH 8d AT 6" O.C. ALONG EDGE AND 8d AT 12" O.C. IN FIELD.
15. NAILING NOT NOTED SHALL BE IN ACCORDANCE WITH THE UNIFORM BUILDING CODE.
16. ALL STRUCTURAL LUMBER AND PLYWOOD TO BEAR THE STAMP OF AN APPROVED LUMBER TESTING AGENCY.
17. CONCRETE MASONRY UNITS SHALL BE GRADE "A" LIGHT-WEIGHT UNITS IN ACCORDANCE WITH A.S.T.M. (90-56). Fm = 1,350 PSI.
18. MORTAR SHALL BE TYPE "S" CONFORMING TO THE UNIFORM BUILDING CODE, (MIN. 1,800 PSI. AT 28 DAYS).
19. GROUT SHALL BE COMPOSED OF ONE PART PORTLAND CEMENT, 3 PARTS SAND, 2 PARTS PEA GRAVEL, MIN. 2,000 PSI AT 28 DAYS.
20. HORIZONTAL REINFORCING STEEL IN MASONRY SHALL BE #9 GA. DURO-WIRE TRUSS TYPE AT 16" O.C.
21. SPLICES IN REINFORCING BARS SHALL BE A MIN. OF 40 DIAMETERS OR 18", WHICHEVER IS GREATER IN ALL MASONRY WORK.
22. ALL VERTICAL CELLS IN WALLS BELOW GRADE SHALL BE FILLED WITH GROUT.
23. PLYWOOD FLOOR SHEATHING SHALL BE STANDARD GRADE EXTERIOR GLUE TONGUE AND GROOVE STRUCTURAL II, NAIL PLYWOOD DIAPHRAGM WITH 10d AT 6" O.C. ALONG EDGE AND 10d AT 12" O.C. IN FIELD.

NOTES TO ALL SUBCONTRACTORS

24. SUBCONTRACTORS ARE TO PLACE ALL DEBRIS FROM THEIR TRADE IN THE DUMPSTER PROVIDED BY THE GENERAL CONTRACTOR. SUBCONTRACTORS WILL BE BILLED ACCORDINGLY IF GENERAL CONTRACTOR IS TO PLACE DEBRIS IN DUMPSTER.
25. NO VEHICLES SHALL BE ALLOWED TO TRESPASS ON ADJOINING PROPERTIES. ANY DAMAGE DONE WILL BE CHARGED ACCORDINGLY.

LEGAL DESCRIPTION :

LOT 28 GISELA HEIGHTS

PARCEL # 304-51-030

GOVERNING BUILDING CODES:

ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES AND AMENDMENTS PER THEIR ACCEPTING ORDINANCES:

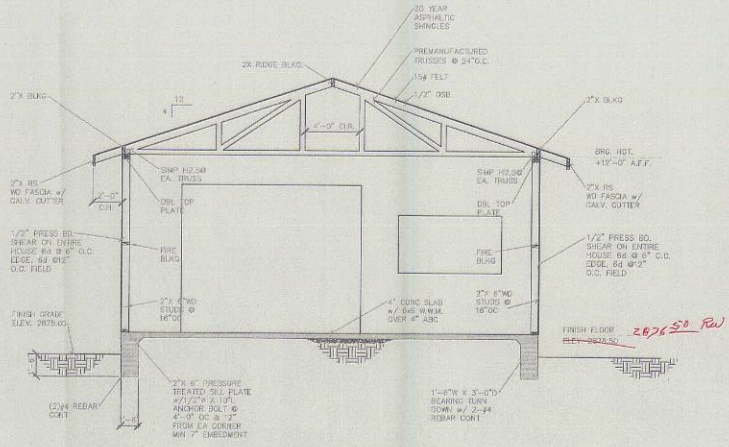
RECEIVED REVISIONS 3/3/10
APR 6 2010
GILA CO. COM. DEV. FLOODPLAIN

PROJECT:
A CUSTOM STORAGE RM. FOR MR. RICK WOOD
Lot 28 GISELA HEIGHTS

MARK W. DANIELS
Custom Residential Design & Plan Service
(928) 478-6409
2210 Rainbows End
Payson, Arizona 85541

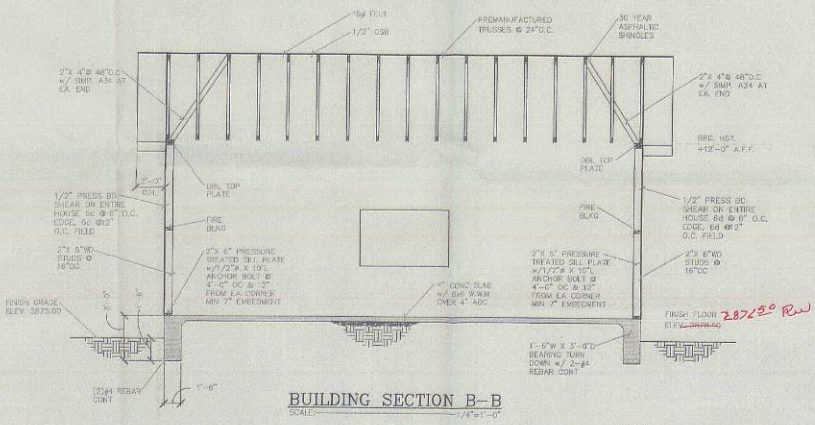
DO NOT SCALE DRAWINGS

DRAWN	VWD
DATE	3/2010
JOB NO.	2010-01
SHEET	1



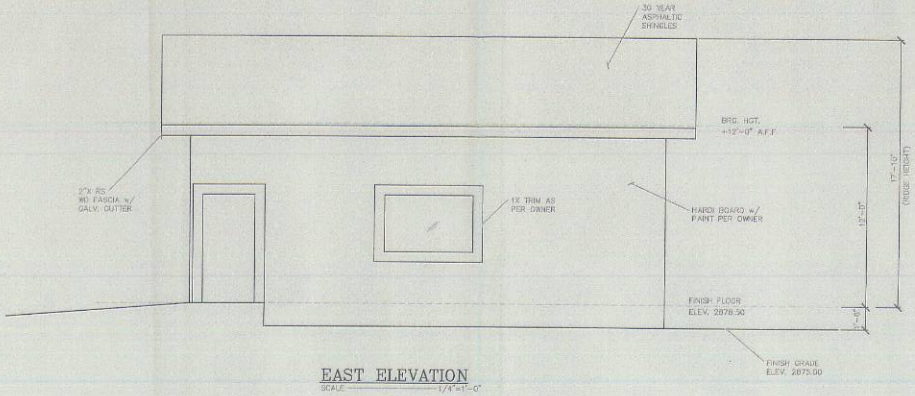
BUILDING SECTION A-A

SCALE 1/4"=1'-0"



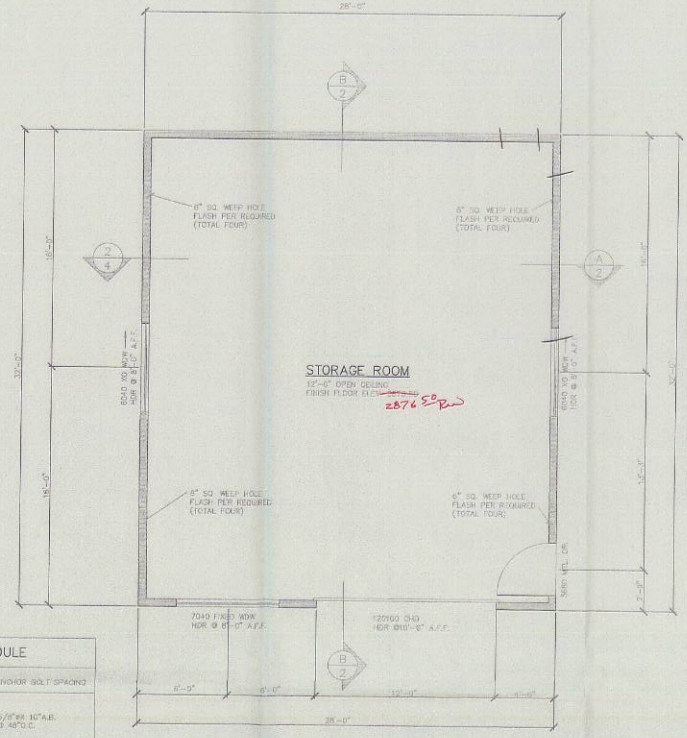
BUILDING SECTION B-B

SCALE 1/4"=1'-0"



EAST ELEVATION

SCALE 1/4"=1'-0"



NEW STORAGE FLOOR PLAN

SCALE 1/4"=1'-0"

STORAGE ROOM - 768 SQ FT

RECEIVED
APR 6 2010
GILA CO. COM. DEV. FLOODPLAIN

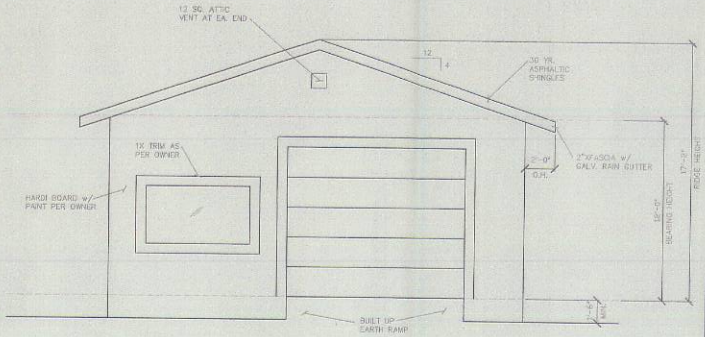
Revisions 8/25

SHEAR WALL SCHEDULE

MARK	NAILING	ANCHOR BOLT SPACING
A	1/2" OSB w/6d @ 6"O.C. EDGE NAILING & 5d @ 12"O.C. FIELD NAILING	5/8"ø# 10"A.B. @ 48"O.C.

GENERAL NOTES

1. ALL EXTERIOR WALLS TO BE 2"X 6" WD. STUDS AT 16" O.C. UNLESS NOTED OTHERWISE.
2. STD. CEILING HEIGHT TO BE 12'-0" UNLESS NOTED OTHERWISE.
3. ENTIRE EXTERIOR OF ADDITION TO HAVE 1/2" O.S.B. OR PLYWOOD SHEAR WALL 6d @ 6" O.C. EDGE & 6d @ 12" O.C. FIELD.
4. ALL EXITS TO BE OPERABLE FROM THE INSIDE WITHOUT USE OF A KEY OR SPECIAL KNOWLEDGE.
5. MANUALLY OPERATED EDGE OR SURFACE-MOUNTED FLUSH BOLTS AND SURFACE BOLTS ARE PROHIBITED AT A DOOR OR THE ACTIVE LEAF OF A PAIR OF DOORS.
6. FINISH FLOOR ELEVATION (AS BUILT) SHALL BE CERTIFIED BY THE CITY TO THE FEDERAL EMERGENCY MANAGEMENT ASSOCIATION WHERE REQUIRED.
7. STANDARD HEADER HEIGHT TO BE +6'-0" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.



SOUTH ELEVATION

SCALE 1/4"=1'-0"

REVISIONS	BY

PROJECT:
A CUSTOM STORAGE ROOM FOR
Mr. Rick Wood
Lot 28 GISELA HEIGHTS

MARK DANIELS
Custom Residential Design & Plan Service
(928) 378-6409
2210 Rainbow End
Payson, Arizona 85541

A B C D
ROOM WALL INDICATOR

DO NOT SCALE DRAWINGS.

DRAWN BY	
DATE	3/2010
JOB NO.	2013-01
SHEET	2 OF SHEETS

EXHIBIT B

Part 2: PHOTOGRAPHS of GARAGE

7

CRAFTSMAN

EXHIBIT B

Part 3: TECHNICAL DOCUMENTATION

Report **A**

GILA COUNTY, ARIZONA

STANDARD FLOOD HAZARD DETERMINATION

Gila County Replacement for FEMA Form 81-93 OMB No. 3067-0264

GILA COUNTY ASSESSOR'S PARCEL NUMBER: 304-31-035

VALID AFTER 05/15/2008

FOR BUILDING PURPOSES ONLY

NOT FOR INSURANCE OR REAL ESTATE DISCLOSURE PURPOSES

(DIFFERENT REGULATIONS APPLY TO INSURANCE AND REAL ESTATE DISCLOSURES THAN FOR CONSTRUCTION)
FEMA Flood Maps are available at www.fema.gov. For more local information see the Gila County site at www.gilaflood.info.

PERMIT-RELATED INFORMATION

(to be completed by Gila County)

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
Gila County	Gila	AZ	040028

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community Name, if not the same as "A")	2. NFIP Map Panel Effective/Revised Date	3. LOMA/LOMR	4. Flood Zone	5. No NFIP Map
04007C 0607 D	December 4, 2007	___ yes ___ date	AE	

C. FEDERAL FLOOD INSURANCE AVAILABILITY *(Check all that apply)*

1. X Federal Flood Insurance is available (Community participates in NFIP). X Regular Program

D. DETERMINATION

		YES		NO
1. IS *PARCEL*/BUILDING/MOBILE HOME IN A SPECIAL FLOOD HAZARD AREA (Either a "Regulatory Floodplain" on a FEMA Flood Insurance Rate Map or adopted by Gila County as an "Administrative Floodplain") ? If flood zone in B4 begins with an "A", flood insurance is required by the Flood Disaster Protection Act of 1973. If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.		✓		
1a. IF D1 IS "YES", IS PARCEL/BUILDING/MOBILE HOME *IN A FLOODWAY*?			✓	
1b. IF PARCEL IS WITHIN AN AREA FOR WHICH THE F.I.R.M. SHOWS ELEVATIONS,	B.F.E. = 2877.5	DATUM USED IS: NAVD 1988		
2. IS *PARCEL* IN AND/OR NEAR AN UNMAPPED WATERCOURSE REGULATED BY GILA COUNTY through the Grading and Drainage Ordinance? NFIP Flood Insurance is NOT affected by whether this is "yes" or "no" (for permitting purposes only).			✓	
2b. Elevation of lowest floor above the flowline of the adjacent watercourse, in feet				
2c. Erosion setback from nearest top of bank, in feet				

- IF any 'YES', is checked, THEN a Floodplain Use Permit (FPUP), Floodplain Clearance, or Grading/Drainage Permit *IS REQUIRED BEFORE PLAN SUBMITTAL FOR A BUILDING or SEPTIC PERMIT.*
- IF all are 'NO', PLANS MAY BE SUBMITTED FOR A BUILDING PERMIT.

This report provides only basic information.

E. COMMENTS *(Optional):*

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the parcel/building/mobile home on the NFIP map. This determination is for the parcel of land unless a site plan is attached showing the building location and comments are included in Section E stating that this determination is for a building/mobile home only. If any part of the parcel lies within the special flood hazard area or area regulated by the Gila County Floodplain Management Ordinance, the parcel is shown as within such an area. A building site on the parcel may be determined to be outside of the special flood hazard area upon review of a site plan, which is not necessarily reflected in this determination. **This determination is an interpretation of public information provided as a courtesy by Gila County. All users of this information are responsible for the verification of this interpretation for their needs.** Gila County assumes no liability for the accuracy of the information provided on this document, or appropriateness / completeness of this level of information for a particular purpose. More detailed information and other requirements may be needed prior to construction in a floodplain.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (Select One below)

Gila County Comm Dev 1400 E. Ash St GLOBE, AZ 85501 928-425-3231, ext 8509	Gila County Comm Dev 680 East State Highway 260 PAYSON, AZ 85541 928-474-9276	Gila County Flood Ctrl 107 W. Frontier St. Suite A PAYSON, AZ 85541 928-474-1076

DATE OF DETERMINATION: 2/23/2010

PREPARED BY (STAFF SIGNATURE):

Gisela 304-31-035 wood

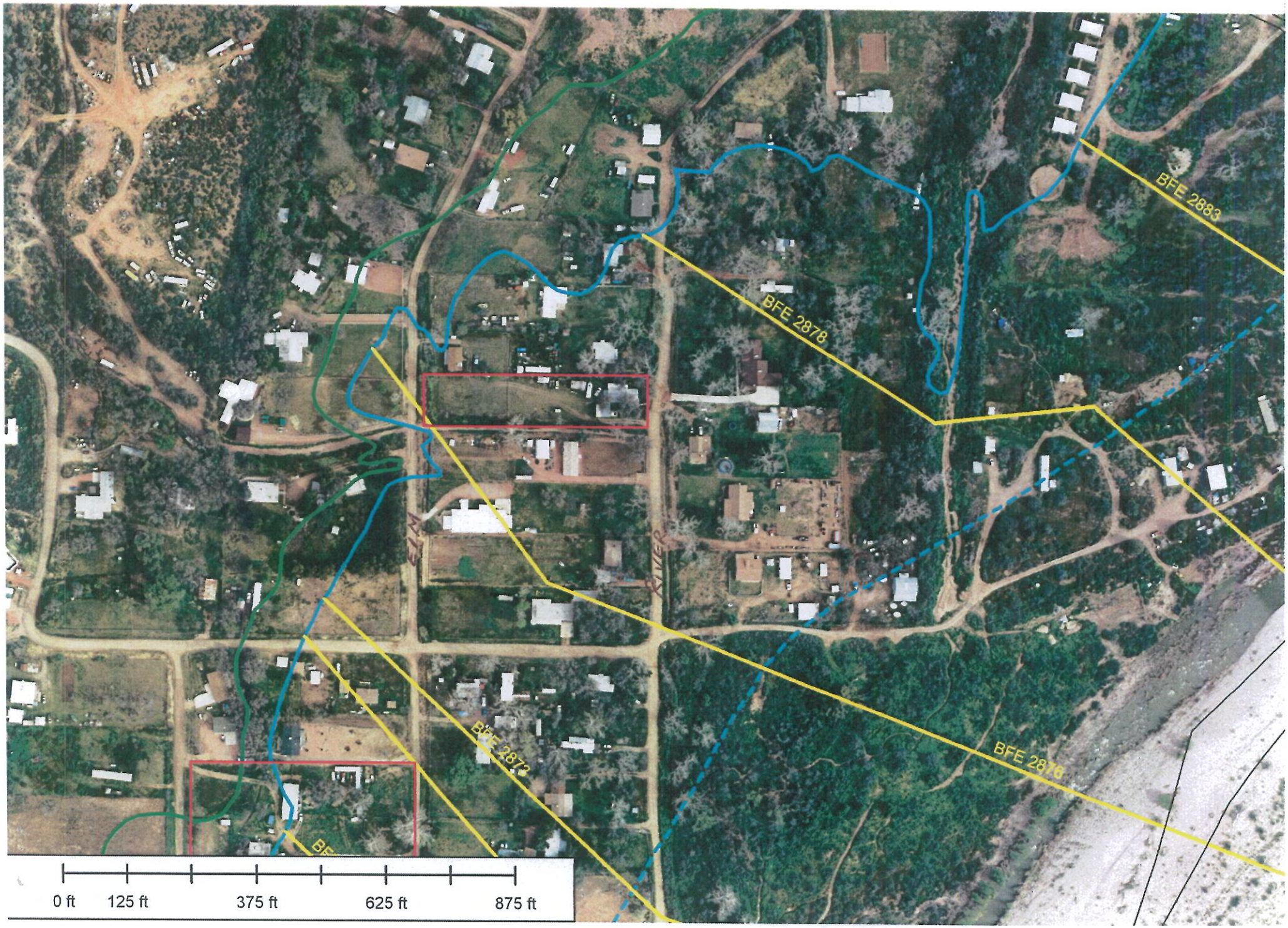


EXHIBIT C

APPLICABLE EXCEPTS FROM THE GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE:

This request for a variance to allow an "accessory building" (garage) below the regulatory flood elevation and not wet-floodproof the building would be a variance from section 5.2(C) – general elevation requirement, and Section 5.2(C)(5), as follows:

"5.2 STANDARDS OF CONSTRUCTION

In all areas of special flood hazard, the following standards are required:

...C. Elevation and Floodproofing

Elevation (general requirement). New construction and substantial improvement of any structure shall have the **lowest floor**, including basement, **elevated to or above the regulatory flood elevation.** Upon the completion of the structure, the elevation of the lowest floor, including "basement," shall be certified by a registered civil engineer or surveyor and provided to the Floodplain Administrator. Notwithstanding the requirements of this subsection, the following special requirements and exceptions apply to certain types of new construction and substantial improvements and to certain flood hazard zones:

…3. Wet Floodproofing (areas attached to residential structures). New construction and substantial improvements of fully enclosed areas attached to residential structures, may be placed below the lowest floor provided that such areas are useable solely for parking of vehicles, building access, or storage in an area other than a "basement" and are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exist of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

a. **A minimum of two openings**, on different sides of each enclosed area, having a total **net area of not less than one square inch for every square foot of enclosed area** subject to flooding shall be provided;

b. The bottom of all openings shall be **no higher than one foot above grade**; and

c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters.

d. **All construction is to be of "flood-resistant materials" below the regulatory flood elevation.**

e. The lowest floor elevation, **number of openings, dimensions, and locations**, together with photographic documentation, shall be certified by a registered professional engineer or land surveyor on the **FEMA Elevation Certificate** form. Such certification shall be provided to the Floodplain Administrator.

...5. **Wet Floodproofing (large detached buildings for parking and storage).** Detached

buildings designed for**"accessory uses"** (see definitions) which **exceed the 600 square feet size limit in the definition of "accessory structure," and which are used solely for parking and storage, may be permitted with the lowest floor below the regulatory flood elevation under the provisions of Section 5.2.C.4(a through e), only if a variance is obtained per Section 6.3.F. A variance may not be issued to waive the requirement that the mechanical and utility equipment be elevated or floodproofed to at or above the regulatory flood elevation."**

"6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that **variances pertain to a piece of property and are not personal in nature.** A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. **The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself**, not to the structure, its inhabitants, or the property owners."

"6.2 APPEAL BOARD

… D. In passing upon variance applications, the **Floodplain Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:**

1. The danger that materials may be swept onto other lands to the injury of others;

2. The danger to life and property due to flooding or erosion damage;

3. The susceptibility of the proposed facility and its contents to **flood damage and the effect of such damage on the individual owner;**

4. The importance of the services provided by the proposed facility to the community;

5. The necessity to the facility of a waterfront location, where applicable;

6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

7. The compatibility of the proposed uses with existing and anticipated development;

8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

9. **The safety of access to the property in times of flood for ordinary and emergency vehicles**;

10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and

11. **The costs of providing governmental services during and after flood conditions**, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

12. **The potential legal liability of allowing development to occur in a manner that could pose a hazard to life or property.**

E. Upon consideration of the factors of Section 6.2.D and the purposes of this ordinance, the

Floodplain Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

F. Any applicant to whom a variance is granted shall be given **written notice over the signature of the Chairman of the Floodplain Board** that:

1. The issuance of a variance to construct a structure below the base flood level will result in **increased premium rates for flood insurance** up to amounts as high as $25 for $100 of insurance coverage, and;

2. Such construction below the base flood level **increases risks to life and property**.

3. Such notification shall be maintained with a record of all variance actions required in Paragraph 6.2.G of this ordinance. Such notice will also state that the land upon which the variance is granted shall be ineligible for exchange of land pursuant to any flood relocation and land exchange program. A copy of the notice shall be recorded by the floodplain Board in the office of the Gila County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

G. The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance, and report any variances to the Federal Insurance Administration upon request. "

"6.3 CONDITIONS FOR VARIANCES

A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the procedures of Sections 4 and 5 of this ordinance have been fully considered. **As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.**

B. Variances may be issued for the repair, rehabilitation, or restoration of structures listed on the National Register of Historic Places ...

C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the **variance is the minimum necessary**, considering the flood hazard, to afford relief.

E. Variances shall **only** be issued upon:

1. A showing of **good and sufficient cause**;

2. A determination that **failure to grant the variance would result in exceptional "hardship"** to the applicant;

3. A showing that the use cannot perform its intended purpose unless it is located~~.~~ or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of this ordinance in the definition of "Functionally Dependent Use."; and

4. A determination that the **granting of a variance will not result in** increased flood heights, **additional threats to "public safety," extraordinary public expense**, create nuisances, cause **"fraud" on or "victimization" of the public**, or conflict with existing local laws or ordinances.

F. **A variance to allow wet floodproofing of a structure detached from the main building, and larger than 600 square feet, may be granted, if** the Floodplain Board verifies that **1) elevation of the structure to the regulatory flood elevation would make the intended use unfeasible, 2) the proposed structure is designed for "accessory uses," 3) the proposed structure meets the floodproofing requirements of either Section 5.2.C.3 or meets the wet floodproofing ("flood venting") requirements of section 5.2.C.4, and 4) the building is to be constructed of flood resistant materials below the regulatory flood elevation.** Variances shall not be issued for such buildings within any designated floodway unless the applicant proves, by engineering analyses, that no increase in flood levels during the base flood discharge would result. Records of these variances and the justification for their issuance shall be maintained indefinitely, and the variances should be reported to the Arizona Department of Water Resources.

When a variance is granted to wet floodproof a detached building larger than 600 square feet used for "accessory uses," **an Elevation Certificate (on the current FEMA form) is still required** to certify the actual lowest floor elevation, the elevation to which it is constructed of flood-resistant materials, the size and location of the required flood vents, the elevation to which mechanical equipment is placed, and the elevation at which utilities are placed or to which utilities are floodproofed.

The following are DEFINITIONS of terms as defined and used in the ordinance:

"Fraud and victimization" as related to Section 6.3 of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Board of Directors of the Gila County Flood Control District will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

"Hardship" as related to Section 6.0, Variances, of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The governing body requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"Public safety" as related to Section 6.3 of this ordinance, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage of flood water.

EXHIBIT D

JUDGMENT AGAINST RICKIE WOOD FOR VIOLATION OF THE GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

2011-001033 JU Page: 1 of 4
01/28/2011 01:35:02 PM Receipt #: 11-0556
Rec Fee: $0 Gila Co. Comm. Development
Gila County, Az, Sadie Tomerlin Dalton, Recorder

Courtesy recordation
When recorded return to
Gila County Community Development
608 East Hwy 260
Payson, Arizona 85541

CAPTION TITLE/HEADING:
DEFAULT JUDGMENT

RE RECORDING 2011-000013 to
add judgment information statement.

Do not remove this sheet, as it is a part of the recorded document.

2011-000013 JU Page: 1 of 2
01/03/2011 10:55:18 AM Receipt #: 11-0015
Rec Fee: $0 Gila County Community Development
Gila County, Az, Sadie Tomerlin Dalton, Recorder

Courtesy recordation
When recorded return to:
Margie Chapman, Code Compliance Supervisor
Gila County Community Development
608 East Hwy 260
Payson, Arizona 85541

GILA COUNTY COMMUNITY DEVELOPMENT DIVISION IN AND BEFORE THE HEARING OFFICER

COUNTY OF GILA,

Plaintiff,

vs.

Rickie Paul Wood and Nelly Jean Golslin,

Defendant(s).

Violation No. (Floodplain): 4.1 & 5.2

Complaint No.: CP1004-012
Tax Parcel No.: 304-31-035

DEFAULT JUDGMENT

(The Honorable Jim Weeks)

THE MATTER HAVING BEEN HEARD, the Hearing Officer finds the following:

1 The Defendants were personally served at the time of last hearing in person as to the date and time set for the status hearing.

2 The Defendant failed to appear at said Hearing.

3 Gila County held a status hearing to show if the Defendant has come in to compliance.

4 The property does not comply with Gila County Development Codes and therefore, the Defendant is responsible for the violations on this property.

5 The property is located in unincorporated Gila County at Lot 28, Gisela Ranches Subdivision, Plat #404/563 in Arizona, and is in violation of Gila County Development Codes: Floodplain Management Ordinance Sections 4.1 & 5.2.

2011-001033 JU Page: 2 of 4
01/28/2011 01:35:02 PM Receipt #: 11-0556
Rec Fee: $0 Gila Co. Comm. Development
Gila County, Az, Sadie Tomerlin Dalton, Recorder

Courtesy recordation
When recorded return to:
Margie Chapman, Code Compliance Supervisor
Gila County Community Development
608 East Hwy 260
Payson, Arizona 85541

IT IS THEREFORE ORDERED that the following judgment shall be entered against the above-named Defendant:

1. Judgment is entered in favor of Gila County.

   This includes:

   The Defendant shall pay a $700.00 fine by January 3, 2011 for said Floodplain violation. If this fine is not paid by January 3, 2011, a lien will be place on his property for the sum of the Judgment.

   a. The Defendant must bring the property into compliance with the provisions of the Gila County Floodplain Management Ordinance prior to transfer of ownership. The county has the option to Record to Deed if not in compliance after the 15 (fifteen) day appeal date.

   b. In order to bring the property into compliance the Defendant must obtain a variance from the Gila County Flood Control District Board of Directors, per Section 6.3.F of the Gila County Floodplain Management Ordinance; to wet-flood proof this accessory building, which exceeds 500 square feet in area, according to the wet-flood proofing requirements of section 5.2.C.4 of the Gila County Floodplain Management Ordinance.

DATED this 3 day of December 3, 2010.

Jim Weeks

Jim Weeks, Hearing Officer
Gila County Community Development

MONEY JUDGMENT INFO
PER ARS 33-967

1. Judgment Debtor(s)

A. Correct Name(s)

Rickie Paul Wood and Nelly Jean Golden

B. Last Known Address

326 S. River Rd
Payson, Az 85541

C. Address Where Summons Served (if same as above; write Same as Above)

Same as above

D. Date of Birth

E. Driver's License Number

F. Social Security Number (PER 33-967 & 44-1373-REVISED, NOT TO BE INCLUDED WITHOUT DEBTOR'S WRITTEN CONSENT)

2. Judgment Creditor's Name and Address:

Gila County
Community Development, Code Enforcement
608 East Hwy 260
Payson, Az 85541

3. Amount due on Judgment or Renewal: $700.00

Courtesy recordation
When recorded return to:
Margie Chapman, Code Compliance Supervisor
Gila County Community Development
608 East Hwy 260
Payson, Arizona 85541

GILA COUNTY COMMUNITY DEVELOPMENT DIVISION
IN AND BEFORE THE HEARING OFFICER

COUNTY OF GILA, Plaintiff, vs. Rickie Paul Wood and Nelly Jean Golslin, Defendant(s).	Violation No. (Floodplain): 4.1 & 5.2 Complaint No.: CP1004-012 Tax Parcel No.: 304-31-035 JUDGMENT (The Honorable Jim Weeks)

THE MATTER HAVING BEEN HEARD, the Hearing Officer finds the following:

1 The Defendants were personally served and duly notified of the date and time set for the hearing.

2 The Defendant appeared at said Hearing.

3 Gila County presented evidence and testimony at hearing, including pictures of the property showing unauthorized construction within the Tonto Creek floodplain.

4 The property is located in unincorporated Gila County at Lot 28, Gisela Ranches Subdivision, Plat #404/563 in Arizona, and is in violation of Gila County Development Codes: Floodplain Management Ordinance Sections 4.1 & 5.2.

5 The property does not comply with Gila County Development Codes and therefore, the Defendant is responsible for the violations on this property.

Courtesy recordation
When recorded return to:
Margie Chapman, Code Compliance Supervisor
Gila County Community Development
608 East Hwy 260
Payson, Arizona 85541

IT IS THEREFORE ORDERED that the following judgment shall be entered against the above-named Defendant:

1. Judgment is entered in favor of Gila County..

   This includes:

   a. Obtain a variance from the Gila County Flood Control District Board of Directors, per Section 6.3.F of the Gila County Floodplain Management Ordinance, to wet-floodproof this accessory building, which exceeds 500 square feet in area, according to the wet-floodproofing requirements of section 5.2.C.4 of the Gila County Floodplain Management Ordinance.

   b. The Defendant has twenty-five (25) day grace period from today to present Plans and the Variance to The Floodplain Department for review.

   c. The county has twenty (20) days to review and accept or reject the plans submitted by the Defendant.

   d. If the Defendant has done nothing in forty-five (45) days, we will have a Status Hearing on December 3, 2010 at 9:00 a.m. in Payson, at which time sanctions could be applied.

DATED this 8 day of October, 2010.

Jim Weeks, Hearing Officer
Gila County Community Development

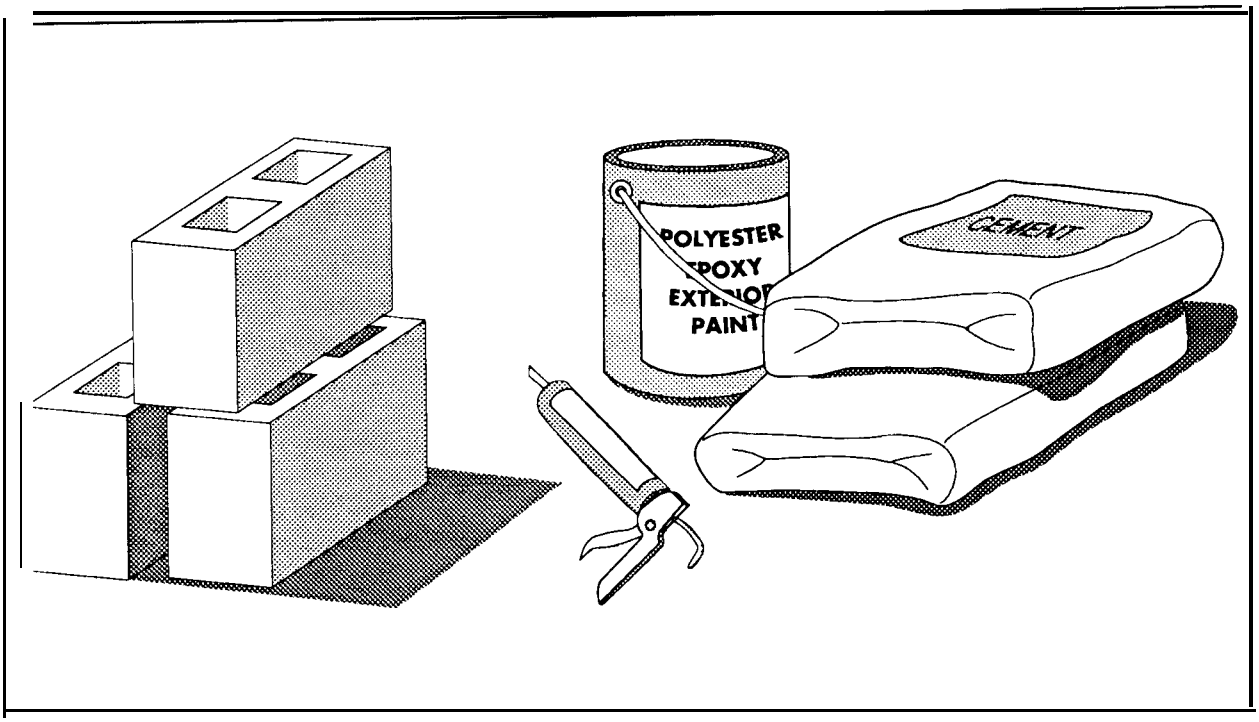
EXHIBIT E

FEMA REQUIREMENTS FOR FLOOD-RESISTANT MATERIALS USED IN WET-FLOODPROOFING

Technical Bulletin 2-93

Flood-Resistant Materials Requirements

for Buildings Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program



FEDERAL EMERGENCY MANAGEMENT AGENCY
FEDERAL INSURANCE ADMINISTRATION

FIA-TB-2
4/93

Key Word/Subject index:

This index allows the user to quickly locate key words and subjects in this Technical Bulletin. The Technical Bulletin User's Guide (printed separately) provides references to key words and subjects throughout the Technical Bulletins. For definitions of selected terms, refer to the Glossary at the end of this bulletin.

Key Word/Subject	Page
Breakaway wall materials in V zones, made of flood-resistant materials	12
Flood-resistant flooring materials	4
Flood-resistant material, definition of	1
Flood-resistant materials, classifications, use of	2
Flood-resistant wall and ceiling materials	7
Latticework in V zones, made of flood-resistant materials	12
U.S. Army Corps of Engineers "Flood Proofing Regulations"	2

Any comments on the Technical Bulletins should be directed to:

FEMA/FIA
Office of Loss Reduction
Technical Standards Division
500 C St., SW, Room 417
Washington, D.C. 20472

Technical Bulletin 2-93 replaces Technical Bulletin 88-2 (draft) "Flood-Resistant Materials."

Graphic design based on the Japanese print The Great Wave Off Kanagawa, by Katsushika Hokusai [1 760-1849), Asiatic collection, Museum of Fine Arts, Boston.

TECHNICAL BULLETIN 2-93

Flood-Resistant Materials Requirements for Buildings Located In Special Flood Hazard Areas in accordance with the National Flood Insurance Program

Introduction

The requirement to use construction and finishing materials that are resistant to flood damage in all new and substantially improved buildings in identified Special Flood Hazard Areas (SFHAs) is an important part of the National Flood Insurance Program's (NFIP's) flood-damage-resistant design and construction standards. A residential building's lowest floor is required to be elevated to or above the base flood elevation (BFE). All construction below the lowest floor is susceptible to flooding and must consist of flood-resistant materials. Uses of enclosed areas below the lowest floor in a residential building are limited to parking, building access, and limited storage—areas that can withstand inundation by floodwater without sustaining significant structural damage.

The purpose of this Technical Bulletin is to provide data and guidance on what constitute "materials resistant to flood damage" and how and when these materials must be used to improve a building's ability to withstand flooding.

NFIP Regulations

Section 60.3(a)(3) of the NFIP regulations requires that the community:

> ***"Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a floodprone area, all new construction and substantial improvements shall... be constructed with materials resistant to flood damage..."***

> It should be noted that Technical Bulletins provide guidance on the minimum requirements of the NFIP regulations. Community or State requirements that exceed those of the NFIP take precedence. Design professionals should contact the community to determine whether more restrictive local or State regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

Required Use of Flood-Resistant Materials

Flood-Resistant Material

"Flood-resistant material" is defined as any building material capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage. The term "prolonged contact" means at least 72 hours, and the term "significant damage" means any damage requiring more than low-cost cosmetic repair (such as painting).

As stated previously, **all structural and non-structural building materials at or below the BFE must be flood resistant.** This requirement applies regardless of the expected or historic flood duration. For example, buildings in coastal areas that experience relatively short-duration flooding (generally, flooding with a duration of less than 24 hours) must be constructed with flood-resistant materials below the BFE. As noted in the tables within this bulletin, **only Class** 4 **and Class 5 materials are acceptable for areas below the BFE in floodprone buildings.**

In some instances, Class 1,2, and 3 materials may be permitted below the BFE, when specifically required to meet local building code provisions concerning life-safety issues. In below-BFE applications, materials that meet life-safety code requirements and have maximum resistance to damage from flood inundation should be used. This applies to the flood-resistant requirements only. In Zones V, VE, and V 1 -V30, the installation of such materials may create an obstruction. Because obstructions in V zones could result in structural failure of the building, they represent a life-safety issue and shall therefore take precedence over local building codes. Refer to Technical Bulletin 5, "Free of Obstruction Requirements," for further information.

Lowest Floor

Under the NFIP, the term "lowest floor" is used to define the lowest level of a building that must be located at or above the BFE as required under Sections 60.3(c)(2) and (3) of the NFIP regulations. The floodplain management regulations, under Section 60.3(c)(5), limit the use of all areas below the lowest floor to parking of vehicles, storage, and building access. These reasonable uses below the BFE are permitted because the amount of damage caused by flooding to these areas can easily be kept to a minimum if design and construction requirements contained in the NFIP regulations are met. Failure to meet the requirements can increase the building's damage potential and result in the application of higher flood insurance premiums. The requirement to use flood-resistant materials means that all interior wall, floor, and ceiling materials located below the BFE be unfinished and resistant to flood damage. This is meant to exclude the use of materials and finishes normally associated with living areas constructed above the BFE.

Flood Insurance Implication

An NFIP flood insurance requirement regarding the use of materials in areas below the BFE must also be considered. Flood insurance will not pay a claim for finishing materials (such as clay floor tiles) located in basements or in enclosed areas below the lowest floor of an elevated building, even if such materials are considered to be flood resistant. The NFIP defines finishing materials as anything beyond basic wall construction.

Flood-Resistant Classification of Materials

The information in this Technical Bulletin is based primarily on the U.S. Army Corps of Engineers (COE) 1992 "Flood Proofing Regulations. " The following table (Table 1) classifies building materials according to their ability to resist flood damage.

Table 1 Flood-Resistant Classification of Materials		
NFIP	Class	Class Description
Acceptable	5	Highly resistant to floodwater damage. Materials within this class are permitted for partially enclosed or outside uses with essentially unmitigated flood exposure.
	4	Resistant to floodwater damage. Materials within this class may be exposed to and/or submerged in floodwaters in interior spaces and do not require special waterproofing protection.
unacceptable	3	Resistant to clean water damage. Materials within this class may be submerged in clean water during periods of intentional flooding.
	2	Not resistant to water damage. Materials within this class require essentially dry spaces that may be subject to water vapor and slight seepage.
	1	Not resistant to water damage. Materials within this class require conditions of dryness.

Source: COE 1992 "Floodproofing Regulations"

Flooring Materials

Table 2 lists flooring materials commonly used in construction that fall within the five classes described in Table 1. Not all available construction and finishing materials are listed. For products not listed herein, manufacturers' literature should be reviewed for recommended uses. Such recommendations must be complied with fully. All masonry and wood products used in floodprone buildings must comply with the applicable materials standards of the nationally recognized standards organizations, such as the American Society for Testing and Materials (ASTM), the American Concrete Institute (ACI), and the American Wood Products Association (AWPA).

Basis for Classification of Flooring Materials

The classification of flooring materials is based on their vulnerability to damage from inundation by floodwaters. Class 1,2, and 3 flooring materials are not acceptable for below-BFE applications for one or more of the following reasons:

- Normal suspended-floor adhesives specified for above-grade use are water soluble or are not resistant to alkali or acid in water, including ground seepage and vapor.
- Flooring materials contain wood and wood products.
- Flooring materials are not resistant to alkali or acid in water,
- Sheet-type floor coverings (linoleum, rubber, and vinyl) restrict evaporation from below.
- Flooring materials are impervious but dimensionally unstable.

Table 2 Flooring Materials Classifications for Flood Resistance					
Types of Flooring Materials	Classes of Flooring				
	Acceptable		Unacceptable		
	5	4	3	2	1
Asphalt Tile[1]					●
With asphaltic adhesives			●		
Carpeting (glued down type)					●
Cement/bituminous, formed-in-place		●			
Cement/latex, formed-in-place		●			
Ceramic tile[1]					●
With acid-and alkali-resistant grout			●		
Chipboard					●
Clay tile	●				
Concrete, precast or in-situ	●				
Concrete tile	●				
Cork					●
Enamel felt-base floor coverings					●
Epoxy, formed-in-place	●				
Linoleum					●
Magnesite (magnesium oxychloride)					●
Mastic felt-base floor covering					●
Mastic flooring, formed-in-place	●				
Polyurethane, formed-in-place	●				
PVA emulsion cement					●
Rubber sheets[1]					●
With chemical-set adhesives[2,3]	●				
Rubber tile[1]					●
With chemical-set adhesives		●			
Silicone floor, formed-in-place	●				

Table 2 Flooring Materials Classifications for Flood Resistance					
Types of Flooring Materials	Classes of Flooring				
	Acceptable		Unacceptable		
	5	4	3	2	1
Terrazo		●			
Vinyl sheets (homogeneous) [1]					●
With chemical-set adhesives [2,3]	●				
Vinyl tile (homogeneous) [1]					●
With chemical-set adhesives		●			
Vinyl tile or sheets (coated on cork or wood product backings)					●
Vinyl-asbestos tile (semi-flexible vinyl) [1]					●
With asphaltic adhesives		●			
Wood flooring or underlay merits					●
Wood composition blocks, laid in cement mortar				●	
Wood composition blocks, dipped and laid in hot pitch or bitumen				●	
Pressure-treated lumber, .40 CCA [4]	●				
Naturally decay-resistant lumber [4,5]	●				

Notes:

1 Using normally specified suspended flooring (i.e., above-grade) adhesives, including sulfite liquor (lignin or "linoleum paste"), rubber/asphaltic dispersions, or "alcohol" type resinous adhesives (culmar, oleoresin)

2 Not permitted as Class 2 flooring

3 E.g., epoxy-polyamide adhesives or latex-hydraulic cement

4 Not in the COE list; added by FEMA

5 Refer to local building code for guidance

Wall and Ceiling Materials

Table 3 lists wall and ceiling materials commonly used in construction that fall within the five classes described in Table 1. Not all available construction and finishing materials are listed. For products not listed herein, manufacturers' literature should be reviewed for recommended uses. Such recommendations must be complied with fully. All masonry and wood products used in floodprone buildings must comply with the applicable materials standards of the nationally recognized standards organizations, such as the American Society for Testing and Materials (ASTM), the American Concrete Institute (ACI), and the American Wood Products Association (AWPA).

Basis for Classification of Wall and Ceiling Materials

The classification of wall and ceiling materials is based on their vulnerability to damage from inundation by floodwaters. Class 1, 2, and 3 wall and ceiling materials are not acceptable for below-BFE applications for one or more of the following reasons:

- Normal adhesives specified for above-grade use are water soluble or are not resistant to alkali or acid in water, including ground seepage and vapor.
- Wall and ceiling material contains wood, wood products, gypsum products, or other material that dissolves or deteriorates, loses structural integrity, or is adversely affected by water.
- Wall or ceiling material is not resistant to alkali or acid in water.
- Wall or ceiling material is impervious but is dimensionally unstable.
- Wall or ceiling materials absorb or retain water excessively after submergence.

Table 3 Walls and Ceiling Materials Classifications for Flood Resistance					
Types of Wall and Ceiling Materials	Classes of Walls and Ceilings				
	Acceptable		Unacceptable		
	5	4	3	2	1
Asbestos-cement board (and cement board[1])	●				
Brick, face or glazed	●				
Common				●	
Cabinets, built-in					
Wood				●	
Metal	●				
Cast stone (in waterproof mortar)	●				
Chalkboards					
Slate, porcelain glass, nucite glass	●				
Cement-asbestos				●	
Composition, painted				●	
Chipboard					●
Exterior sheathing grade				●	
Clay tile					
Structural glazed	●				
Ceramic veneer, ceramic wall tile-mortar set		●			
Ceramic veneer, organic adhesives				●	
Concrete	●				
Concrete block	●				
Corkboard				●	
Doors					
Wood hollow				●	
Wood, lightweight panel construction				●	
Wood, solid				●	
Metal, hollow	●				
Metal, Kalamein				●	

Table 3 Walls and Ceiling Materials Classifications for Flood Resistance

Types of Wall and Ceiling Materials	Classes of Walls and Ceilings				
	Acceptable		Unacceptable;		
	5	4	3	2	1
Fiberboard panels, vegetable types					
Sheathing grade (asphalt coated or impregnated)				●	
Otherwise					●
Gypsum products					
Gypsum board (including greenboard[1])				●	
Keene's cement of plaster				●	
Plaster, otherwise, including acoustical				●	
Sheathing panels, exterior grade				●	
Glass (sheets, colored tiles, panels)		●			
Glass blocks	●				
Hardboard					
Tempered, enamel or plastic coated				●	
All other types				●	
Insulation					
Foam or closed-cell types		●			
Batt or blanket types					●
All other types				●	
Metals, non-ferrous (aluminum, copper, or zinc tiles)			●		
Metals, Ferrous	●				
Mineral fiberboard					●
Plastic wall tile (polystyrene, urea formaldehyde, etc.)					
Set in waterproof adhesives, pointed with waterproof grout			●		
Set in water-soluble adhesives				●	

Table 3 Walls and Ceiling Materials Classifications for Flood Resistance					
Types of Wall and Ceiling Materials	Classes of Walls and Ceilings				
	Acceptable		Unacceptable		
	5	4	3	2	1
Paint					
Polyester-epoxy and other waterproof types		●			
All other types					●
Paperboard					●
Partitions, folding					
Wood, pressure treated, .40 CCA minimum 1 (if not treated, then material is Class 2)	●				
Metal		●			
Fabric-covered					●
Partitions, stationary					
Wood, pressure treated, .40 CCA minimum 1 (if not treated, then material is Class 2)	●				
Metal	●				
Glass, unreinforced		●			
Glass, reinforced		●			
Gypsum, solid or block					●
Rubber, moldings and trim with epoxy polyamide adhesive or latex-hydraulic cement		●			
All other applications					●
Steel, (panels, trim, tile) with waterproof applications	●				
With non-waterproof adhesive				●	
Stone, natural solid or veneer, waterproof grout	●				
Stone, artificial non-absorbent solid or veneer, waterproof grout	●				
All other applications				●	

Table 3 Walls and Ceiling Materials Classifications for Flood Resistance					
Types of Wall and Ceiling Materials	Classes of Walls and Ceilings				
	Acceptable		unacceptable		
	5	4	3	2	1
Strawboard					
Exterior grade (asphalt-impregnated kraft paper)				●	
All other types				●	
Wall covering					
Paper, burlap, cloth types					●
Wood					
Solid, standard				●	
Solid, naturally decay-resistant[1,2]	●				
Solid pressure treated, .40 CCA minimum[1]	●				
Plywood					
Marine Grade[1]	●				
Pressure treated, .40 CCA minimum[1]	●				
Exterior grade				●	
Otherwise					●

Note: 1 Not on the COE list; added by FEMA

2 Refer to local building code for guidance

Construction Examples

Flood-Resistant Materials in Buildings in Zones A, AE, A1-A30, AR, AO, and AH

Figure 1 illustrates a building elevated on solid foundation walls, over a crawlspace. The NFIP regulations require that the lowest floor be at or above the BFE. The construction method illustrated in Figure 1 meets this requirement. Note, however, that the flooring materials and supporting wood members are at or below the BFE. Therefore, in Figure 1, all materials supporting the lowest floor, including the flooring itself, must be made of flood-resistant materials.

To maximize the use of the area below the lowest floor, it is a common floodplain construction technique to elevate a building a full story (approximately 8 feet), even though the BFE may only be 4 or 5 feet above grade. In such cases, while the NFIP regulations require that Class 4 or 5 building materials be used below the BFE, FEMA strongly recommends that Class 4 or Class 5 materials also be used for the construction of the remainder of the building below the lowest floor. Flood damage from a greater-than-design flood event will thereby be reduced in the lower area.

Flood-Resistant Materials in Buildings in Zones V, VE, and V1-V30

All structural and non-structural materials installed below the BFE must be flood resistant . The NFIP regulations require that the bottom of the lowest horizontal structural member of the lowest floor (usually the floor beam or girder) of a building in Zone V, VE, or Vl-V30 be at or above the BFE. Therefore, all materials below the floor beam(s) must be flood resistant. This includes but is not limited to breakaway wall materials and open latticework. Breakaway walls will remain in place during low-level floods and must be flood resistant, so that they will not deteriorate over time after being soaked by floodwaters. Figure 2, on the next page, illustrates this requirement.

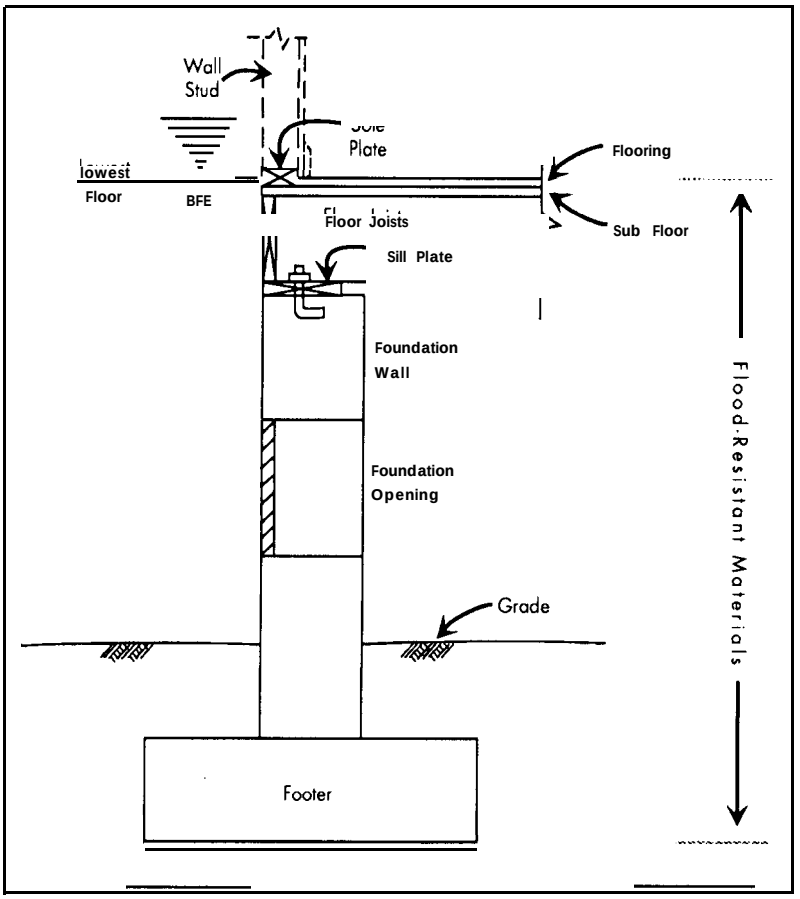


Figure 1. Building Elevated on Solid Foundation Walls Meeting the Minimum NFIP Requirements for Zones A, AE, A1-A30, AR, AO, and AH

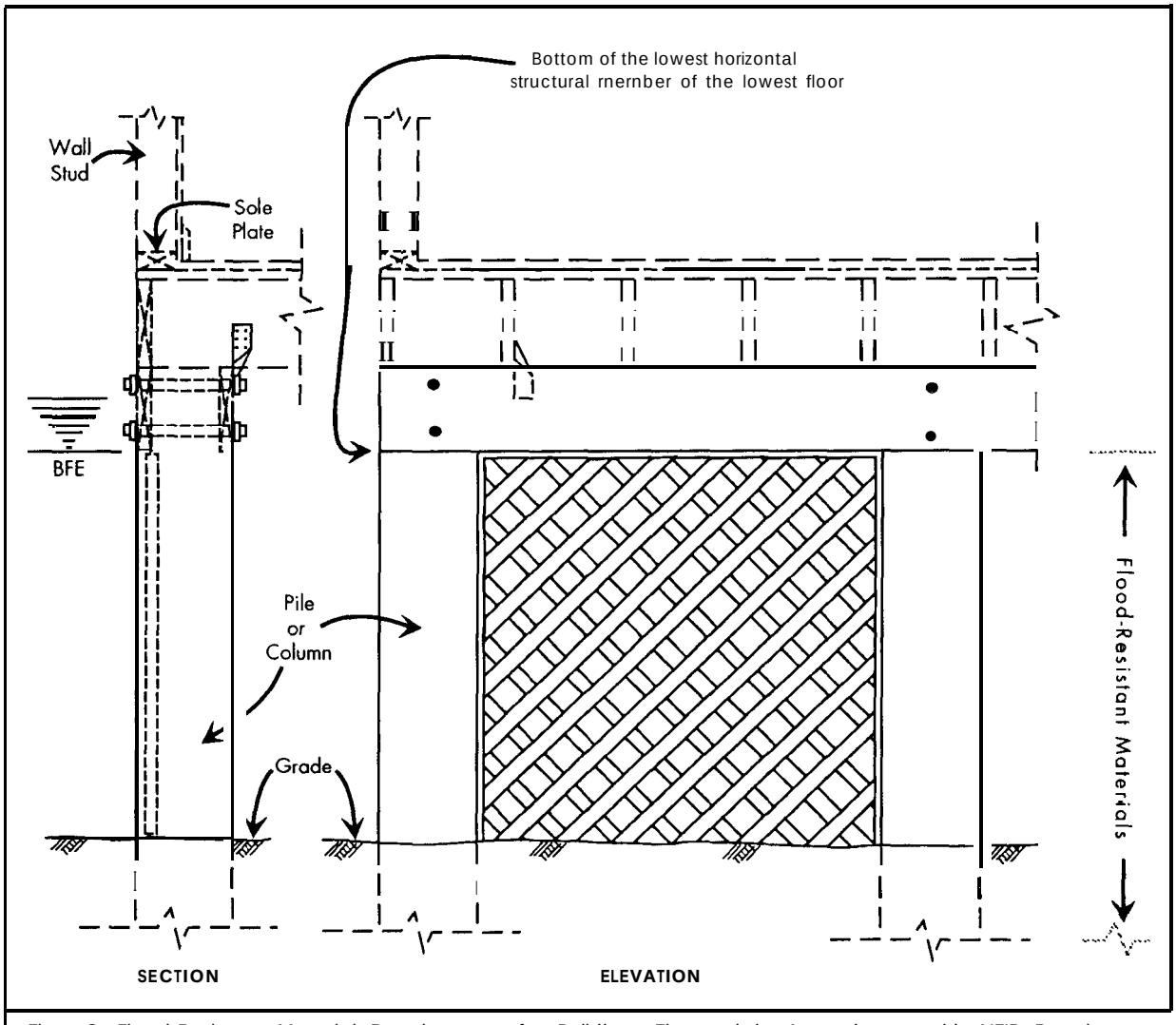


Figure2. Flood-Resistant Material Requirements for Buildings Elevated in Accordance with NFIP Requirements for Zones V, VE, and V1 -V30

Accessory Buildings

Some communities permit the construction of low-cost, small detached accessory buildings (e.g., garages, storage sheds) with a lowest floor elevation below the BFE (Technical Bulletin 5, "Free-of-Obstruction Requirements," provides definitions of "low-cost" and "small"). The below-BFE portions of such buildings must be constructed of flood-resistant materials so that flood damage will be minimized. Additional construction requirements for these buildings, such as the need to anchor the building to resist flotation, collapse, and lateral movement, also must be met before the building is permitted and built. For additional information about these requirements, contact the community that has permitting jurisdiction.

Wet Floodproofing

Wet floodproofing is designing a building to allow floodwaters to enter in order to equalize hydrostatic forces. The NFIP does not allow wet floodproofing in lieu of meeting the lowest

floor elevation requirements. However, in situations where the NFIP regulations do not apply, such as voluntary floodproofing of an existing (Pre-FIRM) building not in association with substantial improvements, the use of flood-resistant materials is advisable. Using flood-resistant materials will make cleanup and repair following a flood much easier and less costly than if the floodprone areas are constructed of non-flood-resistant materials.

The NFIP

The NFIP was created by Congress in 1968 to provide federally backed flood insurance coverage, because flood insurance was generally unavailable from private insurance companies. The NFIP is also intended to reduce future flood losses by identifying floodprone areas and ensuring that new development in these areas is adequately protected from flood damage. The NFIP is based on an agreement between the federal government and participating communities that have been identified as floodprone. FEMA, through the Federal Insurance Administration (FIA), makes flood insurance available to the residents of a participating community provided that the community adopts and enforces adequate floodplain management regulations that meet the minimum NFIP requirements. The NFIP encourages communities to adopt floodplain management ordinances that exceed the minimum NFIP criteria. Included in the NFIP requirements, found under Title 44 of the U.S. Code of the Federal Regulations, are minimum building design and construction standards for buildings located in SFHAs. Through their floodplain management ordinances, communities adopt the NFIP design performance standards for new and substantially improved buildings located in floodprone areas identified on FIA's FIRMs.

Technical Bulletins

This is one of a series of Technical Bulletins FEMA has produced to provide guidance concerning the building performance standards of the NFIP. These standards are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically, as necessary. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations. Users of the Technical Bulletins who need additional guidance concerning NFIP regulatory requirements should contact the Natural Hazards Branch of the appropriate FEMA regional office. The "User's Guide to Technical Bulletins" lists the bulletins issued to date and provides a key word/subject index for the entire series.

Ordering Information

Copies of the Technical Bulletins can be obtained from the appropriate FEMA regional office. Technical Bulletins can also be ordered from the FEMA publications warehouse. Use of FEMA Form 60-8 will result in a more timely delivery from the warehouse — the form can be obtained from FEMA regional offices and your state's Office of Emergency Management. Send publication requests to FEMA Publications, P,O. Box 70274, Washington, D.C. 20024.

Further Information

The following publications provide further information concerning the use of flood-resistant materials:

1. "Answers to Questions About Substantially Damaged Buildings," FEMA, May 1991, FEMA-213.
2. "Floodproofing Non-Residential Structures," FEMA, May 1986, FEMA- 102.
3. "Flood Proofing Regulations", Chapters 9 and 10, U.S. Army Corps of Engineers, March 1992, EP 1165-2-314.
4. "Flood Proofing Systems and Techniques," U.S. Army Corps of Engineers, December, 1984.
5. "Repairing Your Flooded Home," FEMA and the American Red Cross, August 1992, FEMA-234, ARC 4477.
6. "Technical Notes for Brick Construction,''Brick Institute of America, McLean, Virginia, n.d.

Glossary

Base flood — The flood that has a 1-percent probability of being equaled or exceeded in any given year (also referred to as the 100-year flood).

Base Flood Elevation (BFE) — The height of the base flood, usually in feet, in relation to the National Geodetic Vertical Datum of 1929 or other datum as specified.

Basement — Any area of a building having its floor subgrade (below ground level) on all sides.

Coastal High Hazard Area — An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high-velocity wave action from storms or seismic sources.

Federal Emergency Management Agency (FEMA) — The independent federal agency that, in addition to carrying out other activities, oversees the administration of the National Flood Insurance Program.

Federal Insurance Administration (FIA) — The component of FEMA directly responsible for administering the National Flood Insurance Program.

Flood Insurance Rate Map (FIRM) — The insurance and floodplain management map issued by FEMA that identifies, on the basis of detailed or approximate analyses, areas of 100- year flood hazard in a community.

Floodprone area — Any land area susceptible to being inundated by floodwater from any source.

Lowest floor — The lowest floor of the lowest enclosed area of a building, including a basement. Any NFIP-compliant unfinished or flood-resistant enclosure useable solely for parking of vehicles, building access, or storage (in an area other than a basement) is not considered a building's lowest floor.

Special Flood Hazard Area (SFHA) — Area delineated on a Flood Insurance Rate Map as being subject to inundation by the base flood and designated as Zone A, AE, A1-A30, AR, AO, AH, V, VE, or V1-V30.

Substantial damage — Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement — Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed.

ARF-489 **Regular Agenda Item Item #: 3- B**

Regular BOS Meeting

Date: 04/19/2011

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

Information

Request/Subject

2011 Gila County Redistricting Principles

Background Information

The Board of Supervisors is required to redistrict following the decennial census. The Board has established and approved Redistricting Guidelines and a citizens Redistricting Advisory Committee. Additionally the Board has approved a contract with Federal Contract Compliance LLC to provide consulting services for the redistricting process.

Evaluation

To provide appropriate guidance to County staff, the Redistricting Advisory Committee and the consultants, a set of Redistricting Principles has been created. These principles have been divided into three categories: Category 1 includes principles which must be observed, Category 2 includes principles which should be considered to the extent practicable, and Category 3 includes principles which may be considered to the extent practicable.

Conclusion

It is important the Board of Supervisors provide direction as to which principles are of most importance to the Board. The committee and the consultants can then make decisions and/or recommendations according to which principles have a higher priority should there be conflict between one principle and another.

Recommendation

The Elections Department recommends the Board of Supervisors approve the Redistricting Principles.

Suggested Motion

Information/Discussion/Action to approve the 2011 Gila County Redistricting Principles which shall be used during the decennial redistricting process. **(Linda Eastlick)**

Attachments

Link: Redistricting Principles

REDISTRICTING PRINCIPLES
GILA COUNTY
2011

The following two Redistricting Principles must be observed:

- Districts shall be substantially equal in population to ensure one person-one vote; ensure the total maximum population deviation between districts is less than 10%

  The principle that all citizens, regardless of where they reside in a state, are entitled to equal legislative representation. This principle was enunciated by the Supreme Court in REYNOLDS V. SIMS, 377 U.S. 533, 84 S. Ct. 1362, 12 L. Ed. 2d 506 (1964). The Court ruled that a state's Apportionment plan for seats in both houses of a bicameral state legislature must allocate seats on a population basis so that the voting power of each voter be as equal as possible to that of any other voter. One person-one vote principle requires that districts be substantially equal in population. New court cases may require deviation of much less than 10%.

- New Districts shall not harm minority voting rights

  Section 2 of the Voting Rights Act forbids a voting standard, practice, or procedure from having the effect of reducing the opportunity of members of a covered minority to participate in the political process and to elect representatives of their choice. Basically, this non-discrimination provision prohibits districting practices that result in:
  "Cracking" *- fragmenting concentrations of minority populations and dispersing them among other districts to dilute minority opportunities to elect candidates of their choice*
  "Stacking" *- combining concentrations of minority populations with greater concentrations of white population to prevent minority opportunities to elect candidates of their choice*
  "Packing" *- over-concentrating minorities in as few districts as possible to minimize the number of districts in which minorities constitute a numerical majority (referred to as "majority-minority districts")*

The following Redistricting Principles should be considered to the extent practicable:

- Be contiguous and compact

  A district is contiguous if all parts the district can be visited without crossing a boundary line. Compactness is more complex as there are various methods for measuring it. Appearance and function analyses will look at the overall shape of the district to see how tightly drawn and or smooth the edges are. If too irregular, it may be a signal to the courts that the lines may have been motivated by a desire to create racial or political advantage

- Preserve existing voting precincts and the cores of prior supervisory and community college districts

  Recognition that major boundary changes can possibly be disruptive or confusing to voters.

- Respect political subdivisions

  When a proposed district or precinct boundary line is close to an existing municipality or another district line, an attempt should be made to use that same line.

- Be drawn to protect incumbent elected officials

  Recognition that incumbents may be affected by the lines that are drawn.

The following Redistricting Principles may be considered to the extent practicable:

- Preserve communities of interest

  Populations or communities that have common needs and interests. Communities of interest can be identified by referring to the census, demographic studies, surveys, political information, or through public meetings to assess what socio-economic characteristics community members share. County residents can also suggest communities of interest that they feel should not be divided. The Redistricting Committee should not "discover", or claim the existence of communities of interest late in the process so as to avoid the appearance of using a supposed community of interest to mask a partisan or racial gerrymander.

- Use visible, identifiable geographic features

  While not a high priority, visible geographic features may be appropriate factors in certain situations.

ARF-435 **Regular Agenda Item Item #: 3- C**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Joseph Heatherly, Finance Director	Submitted By:	Valrie Bejarano, Finance Department
Department:	Finance Department		
Fiscal Year:	FY 2011-2012	Budgeted?:	No
Contract Dates Begin & End:	4-19-2011 to 4-18-2014		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Joseph Heatherly		

Information

Request/Subject

Request for Proposals No. 033011-1 for a Merchant Services Provider to provide card payment services to Gila County.

Background Information

Currently there are 3 departments which accept credit/debit card transactions. Many requests have been received throughout the County by department heads and customers wanting the ability to use credit/debit terminals for payments to the County.

Evaluation

There have been several occasions were the County has turned away money from customers because they did not have cash or a checkbook. With current technology, customers should have several means available to make payments directly to the County thereby increasing the revenue into the County as fast as possible along with improved accurate reporting.

Conclusion

By installing the merchant service associated machines in the departments that deal directly with the general public, the County will provide a more convenient payment process for the tax payer, improve internal efficiencies, and provide greater internal monitoring and reporting of payment activities.

Recommendation

The Finance Director recommends that the Board of Supervisors approve the advertisment of Request for Proposals No. 033011-1 for a Merchant Services Provider. Advertisment dates are April 20th and 27th, 2011.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 033011-1 for a merchant services provider for Gila County.
(Joe Heatherly)

Attachments

Link: Request to Advertise

Link: Request for Proposals No. 033011-1

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

SEE GC2-7-111 (ART.1) OF PROCUREMENT PROCEDURES FOR INSTRUCTIONS TO PREPARE THIS FORM

All departments procuring purchases in excess of $50,000.00 that requires advertising for bids must follow the Procurement 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 Bid Request Form to the Procurement 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 INVITATION FOR BID: _____ PROPOSAL: X DEPARTMENT NAME: Finance

FUNDING SOURCE: FUND NO.: 1005 DEPT NO.: 201 PROGRAM NO.: ____ LOCATION NO.: ____ ACCOUNT NO.: 4260.10 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 Merchant Services Provider to provide card payment services to several departments within Gila County.

Signed: _____ Date: 4/4/11 Signature indicates material specifications are approved as written.
Elected Officials or Department Head

II. DEPARTMENTAL INFORMATION ONLY BID NO.: 033011-1
(For Procurement Use Only)

Action Dates:

Department Receipt: ___/___/___ Placed on Agenda: 04 / 19 / 11

Presented to Board: 04 / 19 / 11 Approved to Call: ___/___/___

Delivered to Paper: 04 / 15 / 11 Paper Name: Arizona Silver Belt .

Advertised Dates: From: 04 / 20 / 11 To: 04 / 27 / 11

Closing Date: 05 / 05 / 11 Bid Award Date: 05 / 17 / 11

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: 4 / 4 / 11

V. LEGAL AND ADMINISTRATIVE APPROVAL (Bid packet 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

GILA COUNTY

BID CALL 033011-1
REQUEST FOR PROPOSALS

MERCHANT SERVICES PROVIDER

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.: 033011-1 MERCHANT SERVICES PROVIDER

Notice is hereby given that Gila County is requesting proposals from qualified Merchant Service Providers to provide card payment services to several County departments located in Globe and Payson, Arizona.

SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Thursday, May 5, 2010

RETURN PROPOSAL TO: GILA COUNTY PROCUREMENT
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

MANDATORY PRE-BID MEETING: Not-Applicable

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Procurement Group, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Board of Supervisors 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**.

Interested Bidders may obtain a copy of this solicitation by calling the Procurement Group 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: Amanda Roady, 928-402-4219. 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: **April 20 and 27, 2011**

Signed: _____ Date: _____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: _____
Don E. McDaniel Jr., County Manager

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Merchant Service Provider. Several departments within the County would like the ability to offer the tax payer the option of using a card payment service.

Departments requesting the service may change depending 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.

Department Name	Terminal Location	Number of Terminals	*Average Number Weekly Transactions
Clerk of the Court	Globe	1	300
	Payson	1	175
Community Development (P&Z)	Globe	1	7
	Payson	1	23
Health Department	Globe	1	253
	Payson	1	109
Justice Court	Globe	2	30
	Payson	2	45
	Star Valley	1	30
Rabies Control	Globe	1	98
Recorder's Office	Globe	1	360
Recycling & Landfill Management	Globe	1 (+1 refurbished backup)	54
	Payson	1 (+1 refurbished backup)	33
Treasurer	Globe	1	20
Clerk of the Court	Globe	1	300
	Payson	1	105

*Best estimates and may vary from information provided.

Terminal Machine Features/Specifications: Machines must meet at the least these specifications.

- Verification & processing capabilities for ATM, debit, and check payments
- Touch screen capabilities with graphic LCD display
- Address verification service
- IP capability with dial-up as connectivity back-up
- 32-bit processing (ARM 929T 32-bit CPU core)
- 64MB RAM standard memory
- Integrated check read/imager with separate 32 bit ARM7 CPU
- Supports contactless payment technology
- Supports IP and dial up, with encryption
- Batch history
- Roll printer
- One-touch feature for daily functions
- TeleCheck service

Merchant Service Provider Responsibilities

Payment Gateway

Public shall have the option to make a payment via the internet, equivalent of a physical point of sale terminal.

Security & Delivery

- Provide technology that will protect and remove payment card data from the merchant environment so card numbers are not held in the system after a transaction is processed.
- The system shall a fully secure, managed network providing cost-effective, high speed transaction transport.
- Transactions shall be monitored in real-time.
- System shall be fully Payment Card Industry compliant.
- Shall provide 24/7 Network Support
- Shall provide Risk and Fraud Management
- Provide TeleCheck Electronic Check Acceptance service to prevent check fraud.

Report Ability

- Service shall allow access from any Internet-based PC for the following; analyze transaction detail for all card types, conduct sales audit, manage processing fees, reconcile checking account, protect against losses, view historical information for analysis and manage cash flow.
- Monitor transactions to compare them to transaction history and benchmark them against industry performance to ensure the correct rate applied.
- View daily qualification statistics.

Note: The specifications are intended to describe the type, size, 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.

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 Procurement Group, 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:

- Completion of the Bidder Checklist & Addenda Acknowledgment form, page 25.

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, April 29, 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 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 (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 "MERCHANT SERVICES PROVIDER", Bid No., "033011-1", Date "May 5, 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 <u>may</u> 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 25, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 17-18.

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.

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.

General Terms & Conditions continued….

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.

Compensation and Method of Payment
Gila County will pay the Contractor following the submission of itemized invoices for the material or service required. The County will not pay by statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery or service, name and mailing address of Contract.

IRS W-9 Form
In order to receive payment the Contract shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders
The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Warranties
The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

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 Finance Director to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Procurement Group 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 merchant services for Gila County.

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 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 17-18)
1.5.3 Price Sheet (page 19)
1.5.4 References List (page 20)
1.5.5 No Collusion Certification (page 21)
1.5.6 Intentions Concerning Subcontracting (page 22)
1.5.7 Legal Arizona Workers Act Compliance (page 23)
1.5.8 Checklist & Addenda Acknowledgment (page 24)
1.5.9 Offer Page (pages 25-26)

SECTION 2.0
Proposal Pricing & Term

2.1 Prices shall be in effect for the duration of the contract period.

2.1.1 Invoicing: The contractor shall submit invoices to the Bill to address listed on each purchase order document. Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor.
2.1.2 A contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges. The County will make every effort to process payment for the purchase within thirty (30) calendar days after receipt of invoice by the Accounts Payable department.

Minimum Specifications continued….

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of three (3) years unless terminated or canceled as otherwise provided herein.

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

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 the 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 shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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. 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".**

Insurance Requirements continued….

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, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **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 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.

Insurance Requirements continued….

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 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

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 0033011-1 Merchant Services Provider

The applicant submitting this Proposal 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 Contractor'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 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. List of equipment used in performing the services must accompany proposal.

Qualification & Certification continued….

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 Contractor Business License Number:** _____
(If Applicable)

8. **Contractor must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals.** (If Applicable)

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 033011-1 Merchant Services Provider.

Contractor Name: _____ Phone No.: _____

Each bidder shall attach to this page as part of the proposal pricing all information necessary for costs associated with this request for proposals.

Examples of information shall include but not be limited to the following:

Terminal(s)

- Name/Type
- Features
- Cost

Fee(s)

- Basis PTS Above Interchange
- Customer Service
- Authorization Above Interchange
- AVS
- Capture
- TeleCheck Authorization
- Software Updates/Terminal Updates
- Chargeback
- Voice Authorization
- Retrieval
- Resource Online Reporting
- Access Usage
- Misuse of Authorization
- 950 Authorization
- Gateway Authorization
- Debt/ATM Transactions
- Online Reporting

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:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

2. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

3. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____

(Affiant)

the _____
(Title)

of_____ and
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

_____
(Signature)

_____
(Title)

Subscribed and sworn before me this

_____Day of _____, 20_____

_____
Signature of Notary Public in and for

the County of _____

State of _____

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **BID NO. 033011 Merchant Services Provider,** 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

_____
Printed Name

_____
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

_____
Printed Name

_____
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	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION AFFIDAVIT	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2011

_____
Contractor:

_____
By:

Each proposal shall be sealed in an envelope addressed to the Procurement Group bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 0330110-1 Merchant Services Provider. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Globe, AZ on or before May 5, 2011, 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: 033011-1 Merchant Services Provider

Contractor Submitting Proposal:

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

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.

In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan and are in compliance with the Export Administration Act and not on the Excluded Parties List.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ 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. 033011-1** .

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 _____ day of _____, 2011

_____
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**

ARF-337 **Regular Agenda Item Item #: 3- D**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Malissa Buzan, CAP/Housing Services Manager		
Submitted By:	Cecilia Bejarano, Community Services Division		
Department:	Community Services Division		
Division:	Comm. Action Program/Housing Servs.		
Fiscal Year:	2010-2011	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2010 - June 30, 2011		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:	Dave Fletcher		

Information

Request/Subject

Contract for Bookkeeping/Fee Accounting Services between the Gila County Housing Authority and Quality Accounts, LLC.

Background Information

The Gila County Section 8 Housing Program aka Housing Choice Voucher Program is funded through the U.S. Department of Housing and Urban Development (HUD.) Gila County Community Services Division Financial Section, maintains a checking account which is used to deposit HUD funds and write checks to landlords who participate in the Housing Choice Voucher Program. In order to maintain separation of duties, a third party accounting firm reconciles this checking account monthly with HUD. In the past the software company we used to track our Section 8 Program (the company's name is Happy), provided the bank account reconciliation between Section 8 checking account and HUD. We contracted with Happy to do this work for many years. Happy had one employee that did this type of reconciliation for the Gila County Section 8 Program. The employee who did this work left Happy's employment and the company chose not to rehire for the position. Quality Accounts of Columbus, Nebraska is able to perform this reconciliation and provide us with a monthly balance sheet which gives this division information necessary to keep this program accurately balanced. For this reason the County needs to enter into a contract with Quality Accounts of Columbus, Nebraska.

Evaluation

It is important for the Board of Supervisors to approve the Contract for Bookkeeping/Fee Accounting Services as HUD requires all Housing Authorities to have a third party accounting firm reconcile their finances monthly with HUD.

Conclusion

By the Board of Supervisors approving the Contract for Bookkeeping/Fee Accounting Services the Gila County Housing Department will be in compliance as required by HUD.

Recommendation

It is the recommendation of the Community Services Director that the Board approve this Contract.

Suggested Motion

Information/Discussion/Action to approve a Contract for Bookkeeping/Fee Accounting Services between the Gila County Housing Authority and Quality Accounts, LLC at a cost of $1,260 per year for the period July 1, 2010, through June 30, 2012. **(Dave Fletcher)**

Attachments

Link: Contract for bookkeeping Quality Accounts

CONTRACT FOR BOOKKEEPING/FEE ACCOUNTING SERVICES

STATE OF NEBRASKA

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this 4/19/2011 by and between the Gila County Housing Authority located in Globe, Arizona, (Hereinafter called the "Authority"), and Quality Accounts, LLC of Columbus, Nebraska, (Hereinafter call the "Service Provider") witness that the parties hereto agree as follows:

Section I

The Authority hereby retains said Service Provider to perform bookkeeping and fee accounting services as are required under the Preliminary Loan and Annual Contributions Contracts made between the Authority and the Department of Housing & Urban Development, and in accordance with procedures prescribed by HUD as contracted by the Authority.

In order to begin this service in an orderly manner, the Authority agrees to furnish to the Service Provider, if the Authority is already operating under the Preliminary Loan Period, Development Period, or Operations Period, an accurate and currently posted set of general and subsidiary ledgers, balanced to the end of the month prior to the beginning of the bookkeeping/fee accounting services under this, and to furnish to the Service Provider the following information during the periods included:

1. Copy of each daily deposit slip and cash rental sheets containing a breakdown of rent, security deposits, and defined miscellaneous income, etc.

2. Voucher copy of each check together with a copy of each invoice paid coded with HUD account definitions.

3. One copy of rental adjustment journal, one copy of rental register summary.

4. One copy of all contracts entered into by the Authority

5. Copy of complete bank statements for all open accounts

6. One copy of approved Development Cost Budget, Operating Budget, Modernization Budgets and revisions thereto.

7. Transcript of insurance register as of the date of the beginning of the bookkeeping/fee accounting service, and one confirmed copy of each subsequent policy and renewals thereof when received from insurer.

8. Fiscal Agent Bank Statement (to be mailed to Service Provider by the Authority at the close of each month).

9. A list of nonexpendable equipment (Depreciation Schedule) which is balanced to the related Development Cost or Property Ledger Account as of the date of the beginning of the accounting services.

10. Copies of all correspondence from HUD to the Service Provider.

11. Copies of all correspondence or reports relating to transactions affecting any of the debt amortization fund accounts with Authority

12. A monthly trial balance of tenants accounts receivable and security deposit accounts showing the account number and balance of each account.

13. A certified statement containing a description of each item of nonexpendable equipment disposed of, the method of disposition and the amount of proceeds from disposition.

14. A certified copy of the annual inventory of nonexpendable equipment.

15. A copy of the Report on Audit as received by HUD.

16. All other documents, correspondence or reports needed and requested by the Service Provider to maintain complete and accurate books of account.

Section II

During the continuance of this contract the Service Provider shall provide the following basic services:

1. Devote the time and attention necessary to ensure the performance of the bookkeeping/fee accounting services for the Authority is done in an accurate and timely manner. Timely manner is defined to 20-30 business days turn-around time for monthly financial reports. The exception being the last month of fiscal year for year-end processing and any other month agreed on in advance by both parties.

2. Perform all operations necessary to maintain the general ledgers and subsidiary ledgers for the Authority; and to prepare, maintain or furnish as applicable financial reports and records. Provide consultation and review of financial documentation as needed prior to Board Meetings.

3. The Service Provider shall furnish to the Authority the following records, documents, and Reports:

   - Prepare Reconciliation of Bank Statement(s)
   - Prepare Trial Balance
   - Prepare Financial Statements for Board Review of Operations, which include the following reports: Balance Sheet; Statement of Revenues and Expenditures (monthly & cumulative); Budget Comparison Statement
   - Prepare General Ledger
   - Prepare Transaction Ledger
   - Maintain Non-expendable Property Records/Depreciation Schedule
   - Maintain Insurance Register
   - Prepare ledgers showing the amounts budgeted and the actual amounts for the fiscal year to date as of the end of each month.
   - Financial reports prescribed for transmittal to HUD as outlined in the fee for service schedule.
   - A reconciliation of the balances of tenant accounts, whenever the summary of transactions with tenants does not agree with the Service Provider's control record.
   - Other data as the Authority may reasonably require from time to time.

Section III

The Authority shall pay the Service Provider from the funds provided in the approved and/or qualified development and operating budgets for such purpose, as fee for the bookkeeping/fee accounting services enumerated in Section II above. The contract is for an annual amount of $1,260.00 per the breakdown outlined below:

* Section 8 Program – Monthly Service	$75.00

Supplemental services will be provided on a fee per service basis. The fee schedule for Supplemental Services included, but are not limited to the services outlined below:

* One Time Setup of Account	$ 60.00
* Year-End Closing & Audit File Preparation	$150.00
* Unaudited FASPHA REAC Submission	$150.00
* Section 8 Operating Budget	Bid
* Section 8 Operating Budget Revision	Bid
* Audited FASPHA REAC Submission	Bid
* Onsite Training/Consulting or Board Meeting Attendance	Bid
* Vendor 1099 – Maintain and Print at Year-End	Bid
* Payroll, Related Tax Reports, Employee W-2 Processing	Bid

It is understood and agreed upon that, should the Authority fail to furnish to the Service Provider the information on which the maintenance of the Authority's records is predicted within a reasonable time following the date these materials are due, then the Service Provider shall be released of their responsibility under this contract to perform the services listed under Section II above, until such time as the necessary information is furnished to the Service Provider. Reasonable time frame is defined as sufficient time to allow for turn around time noted in Section II and meet Housing Authority's reporting schedule.

The terms of this contract shall be for a period of 24 months beginning 7/1/2010 . This contract is subject compliance with Attachment A as well as the cancellation provisions of ARS 38-511. Any such notice shall be effective by Certified Letter – Return Receipt Requested, mailed to the following address:

ADDRESS OF SERVICE PROVIDER:

Sherry L. Karlin
Quality Accounts, LLC
PO Box 1216
Columbus, NE 68602-1216

ADDRESS OF AUTHORITY:

Gila County Housing Authority
5515 S Apache Ave., Ste. 200
Globe, AZ 85501

All books of account and records maintained for the Authority, together with all supporting documents, shall remain the property of the Authority and shall be returned to the Authority after they have served their purpose with the Service Provider, in any event, upon termination of the contract.

All financial reports prepared by the Service Provider are noted as unaudited financial information and the accuracy of the reports are completed according to the best of the Service Provider's knowledge and belief, based upon the information and date furnished by the Authority or which is readily available to the Service Provider.

Section IV

The Service Provider shall promptly notify the Department of Housing & Urban Development concerning any operational and/or financial irregularities which may surface in the performance of routine bookkeeping/fee accounting services.

Independent contractor: The parties intend that the Service Provider will not be considered an employee of the Authority, but will act as independent contractor for Authority at all times.

IN WITNESS WHEREOF, the parties hereto have executed this contract this 19th day of April 2011.

Attest:

Marian Sheppard,
Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers
Chief Deputy County Attorney

Gila County Housing Authority

By Michael A. Pastor
Title Chairman, Gila County Board of Supervisors

SERVICE PROVIDER: Sherry L. Karlin
Quality Accounts, LLC

By Sherry L. Karlin
Owner

ATTACHMENT "A"

(CONTRACT TITLE)

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

Any breach of Firm'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 Firm 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, Firm 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.

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

ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Firm 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.

CANCELLATION

This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.**

ARF-475 **Regular Agenda Item Item #: 3- E**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Barbara Valencia, WIA Department Program Manager		
Submitted By:	Valrie Bejarano, Finance Department		
Department:	Community Services Division Division: WIA Department		
Fiscal Year:	FY 2010-2011	Budgeted?:	Yes
Contract Dates Begin & End:	May 31, 2011		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Barbara Valencia		

Information

Request/Subject

Professional Services Contract No. 2015.091/3-2011 for WIA Monitoring Services.

Background Information

The consultant will provide WIA monitoring services for the Gila/Pinal Local Workforce Investment Area (LWIA) of its subcontract, Central Arizona Association of Governments (CAAG). A report will be provided by the consultant to assist WIA in identifying areas that are in non-compliance and/or require corrective action.

Evaluation

WIA Section 117(d) (4) requires local workforce investment boards to conduct comprehensive monitoring of the one-stop delivery system using standardized tools and procedures to ensure WIA programs are in compliance with the mandates of Title 1 for federally funded workforce development services. Annual monitoring will validate the quality of the delivery of services through the one-stop system, advocate improvements when indicated, and require actions to correct formal findings of non-performance with federal regulations.

It is the policy of the Gila/Pinal Workforce Investment Area to conduct annual monitoring and oversight to ensure the integrity of the WIA program operations and functions, to review performance, assess compliance with applicable laws and regulations and identify successful practices to enhance the system as a whole through continuous improvement. The monitoring process is comprised of the desk review and the on-site review. The desk review primarily focuses on program operations. Correspondingly, the on-site review focuses on specific programmatic functions and includes the following components:
- Entrance and exit interview;
- Case file reviews;
- Review policies, processes and procedures;
- Participant, training supervisor and staff interviews;

Conclusion

The purpose of the on-site monitoring visit is to verify or disprove information derived from the Desk Review that may lead to identification of areas that are in non-compliance and/or requires corrective actions. The on-site review will follow a standardized guide that is designed to assist the monitoring team in accomplishing a comprehensive evaluation.

Recommendation

The WIA Department recommends that the Board of Supervisors approve Contract No. 2015.091/3-2011 with Mimi Hurtado for Professional Consulting Services concerning WIA monitoring.

Suggested Motion

Information/Discussion/Action to approve Professional Services Contract No. 2015.091/3-2011 between Gila County and Mimi Hurtado Consulting whereby consulting services will be provided for WIA (Workforce Investment Act) monitoring services in the amount of $4,500 from April 19, 2011, to May 31, 2011. **(Barbara Valencia)**

Attachments

Link: Executive Summary

Link: Contract No. 2015.091/3-2011

EXECUTIVE SUMMARY FORM
PROFESSIONAL SERVICE AGREEMENT

Contract Name: **WIA Monitoring Services** **Contract No.:** **2015.091/3-2011**

Statement of Purpose and Need (3-5 Sentences)
Consultant will provide WIA monitoring services for the Gila/Pinal Local Workforce Investment Area (LWIA) of its subcontractor, Central Arizona Association of Governments (CAAG). Monitoring will be done on the WIA Title IB funded adult and youth program files. A report will be provided to WIA to assist in identifying deficiencies.

Contract End Date: May 31, 2011

Renewal Option:
- ☐ **Yes**
- ☒ **No**

Maximum Dollar Limit: $ 4.500.00

Contract Information

Firm Name: Mimi Hurtado Consulting **Contact Person:** Mimi Hurtado

Address: 1141 Avalia Dr. **Phone No:** 928-231-7677

City: Kingman **State:** AZ **Fax:** **Email:** hurtadofm@hotmail.com

Fund: Workforce Investment Act Programs

Fund Code: 2015.171.091.001_4210.90

Type of Funds:
- ☐ **Restricted**
- ☐ **Grant**
- ☐ **General Fund**
- ☒ **Other**

Special Notes:

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. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

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

PROFESSIONAL SERVICES CONTRACT NO. 2015.091/3-2011
WIA MONITORING SERVICES

THIS AGREEMENT, made and entered into this **19th** day of **April**, **2011**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Mimi Hurtado Consulting, of the City of Kingman, State of Arizona, 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 agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The consultant will provide WIA monitoring services for the Gila/Pinal Local Workforce Investment Area (LWIA) of its subcontractor, Central Arizona Association of Governments (CAAG).

The consultant will monitor WIA Title IB funded adult and youth program files, including program eligibility, outcomes, activities, support services and youth skill attainments on May 4th and 5th, 2011, in the Globe and Casa Grande CAAG offices.

A report will be provided to the WIA department at the conclusion of the monitoring identifying the random files selected for review and any deficiencies identified during the monitoring.

ARTICLE II – FEES: The consultant fees for this project will be as follows:

COSTS

On-site monitoring WIA adult and youth files – Globe	$ 2,000
On-site monitoring WIA adult and youth files – Casa Grande	$ 2,000
Compilation of findings and preparation of report	$ 500
Total Contract Amount	$ 4,500

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

ARTICLE IV - 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, and employees. 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 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 V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Consultant 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 subcontract 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, (subject to Consultant approval if MWBE preferences apply) 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 VI – 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 VII – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE IX– TERM: Contract shall be in effect date approved by the Board of Supervisors through May of 2011.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of $ 4,500.00 . 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.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions.

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

In return for the performance of the Contract by the Consultant, the County agrees to pay the amount of not more than **$ 4,500.00** including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL SERVICES CONTRACT NO. 2015.091/3-2011

GILA COUNTY:

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**

CONSULTANT:

MIMI HURTADO CONSULTING

Mimi Hurtado

Consultant Signature

MIMI HURTADO

Print Name

ARF-484 **Regular Agenda Item Item #: 3- F**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	David Caddell, GEST Program Manager	Submitted By:	David Caddell, Community Services Division
Department:	Community Services Division	Division:	GEST Program
Fiscal Year:	2012	Budgeted?:	Yes
Contract Dates Begin & End:	2012 to 2017		
Grant?:	Yes		
Matching Requirement?:	Yes	Fund?:	New
Presenter's Name:	David Caddell		

Information

Request/Subject

Section 5310 Grant Program Application for 2 vehicles with Arizona Department of Transportation

Background Information

The ADOT Section 5310 is a grant program that provides capital assistance for transportation programs designed to meet the special needs of elderly individuals and individuals with disabilities. Federal funds are apportioned among the states, which have the primary responsibility for administering the program. In Arizona, the Arizona Department of Transportation (ADOT) is the agency responsible for overall administration of the Section 5310 Program. This program is also referred to as the Elderly Individuals and Individuals with Disabilities Transportation Program.

The Multimodal Planning Division (MPD) of ADOT administers this federal program for the State of Arizona. These funds are available primarily in the form of new vehicles and related equipment, which meet the transportation needs of elderly persons (sixty years and over) and persons with disabilities of any age. Typical eligible service providers are private non-profit corporations, public agencies and tribal governments. Also available are Mobility Management grants, which allow agencies to use funds for providing innovative and coordinated transportation services to the elderly and disabled.

Evaluation

This grant will allow the Gila Employment and Special Training (GEST) Program to continue providing transportation needs to the individuals that GEST is authorized to provide services for through our current contract with Arizona Department of Economic Security, Division of Development Disabilities and Rehabilitation Services Administrations. The match amount of 12% allows GEST to utilize available funding sources to minimize the cost in purchasing needed vehicles to provide the needed transportation in Gila County. GEST is requesting no funds from the Gila County General Funds. All matching funds will be drawn from the GEST Program reserve funds.

Conclusion

This grant will allow the GEST Program to continue and possibly expand services to meet the transportation needs of individuals within Gila County.

Recommendation

The GEST Program Manager recommends that the Board of Supervisors' ratify the Chairman's signature on the ADOT Section 5310 Grant Program application forms. By having these documents signed by the Chairman prior to the April 19, 2011, Board meeting, it will allow the County (GEST Program) to meet the State's application deadline of April 15, 2011. Prior to the Chairman of the Board of Supervisors signing the documents, they were reviewed and approved by the Chief Deputy County Attorney.

Suggested Motion

Information/Discussion/Action to ratify the Chairman's signature on the Section 5310 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of $88,154, which includes a GEST match of $10,714, for the purchase of one lift-equipped cutaway van and one minivan without lift to allow the GEST Program to continue providing the authorized transportation needs to the individuals in Gila County. **(Dave Caddell)**

Attachments

Link: FY 2011 ADOT Section 5310 Application

PART V. PROJECT APPLICATION

A. GENERAL INSTRUCTIONS

ADOT's Multimodal Planning Division (MPD) announces Section 5310 Program funding and application availability by mail to all COGs and MPOs annually. The COGs and MPOs are then responsible for notifying interested parties that applications are available. Notice of the program and applications can also be found at the ADOT Multimodal Planning Division website at: http://mpd.azdot.gov/MPD/Community_Grant_Services/Section5310.asp

Application forms are available in electronic format (Adobe Acrobat) with electronically cued commands. Using the electronic format should make the application easier to complete. It also enables repeat applicants to readily update information from previous applications. If a paper or other format is needed, please contact your COG or MPO representative for assistance.

At this time, the actual submittal process is manual—not electronic (i.e. not online). A paper copy(s) of the application must be submitted. Original signatures are required on the certifications and assurances. The applicant should be sure to allow adequate time to obtain the necessary signatures and approvals from appropriate parties and to mail or hand deliver a copy(s) of the application to the appropriate COG or MPO office.

ROLE OF COUNCIL OF GOVERNMENTS AND METROPOLITAN PLANNING ORGANIZATIONS

Applications for Section 5310 program funding go through the rural COGs and urban MPOs before being submitted to ADOT. The COGs and MPOs are responsible for:

- Distributing the application package;
- Setting the application due date for their regions;
- Accepting completed applications;
- Reviewing submitted applications for projects within their regions; and
- Establishing and submitting a priority list of projects for the region to the ADOT Multimodal Planning Division.

The ADOT Multimodal Planning Division is responsible for reviewing the applications and regional priority lists and making final decisions on projects to be included in a statewide application to the Regional FTA Office.

Applicants who operate services in more than one region or operate in both an urban area and a rural area may either:

- Submit separate applications for each region; or,

- Submit an application to the COG or MPO in which the vehicle will primarily operate and send a copy of the cover letter to the other COG or MPO.

In both cases, the cover letter should inform both COGs (or COG and MPO) of what vehicles are being applied for and where the application(s) was submitted.

APPLICATION CONTENTS

The application consists of:

- A checklist
- Basic applicant information
- Narrative pages in which applicants describe their programs
- Cost/Productivity worksheet
- A budget for the capital request
- Certifications, assurances and other attachments

In addition, applicants are required to submit a cover letter summarizing the request and highlighting key points. The cover letter should be addressed to the COG or MPO to which the application is submitted.

Applicants should complete all sections completely and concisely, including the budget forms. The narrative questions explain to the interview committee:

- The services to be provided, how the elderly and/or persons with disabilities will be served;
- The management capability of the applicant; and
- Assurances of compliance with Federal and State requirements.

Incomplete applications will not be accepted. If you have difficulty obtaining important information or certifications, contact your COG or MPO to ask for written authorization for turning the information in late. Exceptions for such occurrences may be made, depending on the nature of the problem and the ability of the applicant to submit the needed information before final decisions are made. The individual COG or MPO is responsible for making the decision on whether an exception will be made, and may contact ADOT Multimodal Planning Division for concurrence prior to notifying the applicant of the decision.

INSTRUCTIONS FOR USING THE ELECTRONIC FILES

The application is available in two electronic formats: Adobe Acrobat or Microsoft Office. Applicants are requested to use the electronic Adobe Acrobat file format if possible. The Adobe Acrobat file contains form fields including checkboxes and text fields that scroll to allow for additional room. Once the application is compete, print a hard copy. Then bind together the pages needed for submittal, including supporting documentation, where requested. Do not include these instruction pages or other pages not appropriate for your project.

APPLICATION PROCESS AND AWARDS

Applications will be considered for funding based on the evaluation and selection criteria listed in this Handbook. What you submit as your application, with attachments, will be the main source of information used by the COGs/MPOs and ADOT in reviewing and prioritizing your request for funding.

After being reviewed, applications are placed in one of three categories, depending on how completely the requirements have been satisfied:

CATEGORY A: Includes those projects certified by ADOT as having met all the statutory and administrative requirements for approval.

CATEGORY B: Includes those projects that ADOT may approve, but which have not yet met all statutory and/or administrative requirements, or for which there is not adequate available funding. As the necessary requirements are satisfied or funding becomes available, these projects may be advanced to Category A.

CATEGORY C: **I**ncludes those projects that are not recommended for funding consideration.

The final decision on project selection and funding will be made by the ADOT Multimodal Planning Division (MPD). ADOT retains sole discretion to determine which projects will be funded and the amount of funds awarded to any given project. The MPD may request additional information from applicants to clarify information submitted.

Applicants are advised that the general amount of time required to receive the capital equipment is approximately twelve months and vehicle awards within sixteen to eighteen months. However, a variety of factors can cause delays, including changes in regulatory requirements or manufacturing schedules.

APPLICATION ASSISTANCE

The COG and MPO in each region will hold workshops to assist applicants in completing applications. Applicants are strongly encouraged to attend these workshops in order to understand changes made from year to year as well as learn about other program updates.

The locations, dates, and times of the workshops are posted on the ADOT Multimodal Planning Division website at http://www.azdot.gov/calendars/MPD/Transit_Events/. Attend the workshop that is most convenient for you.

Additional questions regarding your local application process should be addressed to your local COG or MPO representative. Contacts are listed in the first section of this Handbook.

APPLICATION SUBMITTAL

Applications may be viewed, downloaded and completed online at http://mpd.azdot.gov/MPD/Community_Grant_Services/ProgGuide.asp. However, the application itself must be submitted in hard copy to your local COG or MPO representative, by the date and time set by each COG or MPO. Instructions on the due date and number of applications submitted are provided by each COG or MPO along with this application package.

B. APPLICATION PACKAGE

The application form begins on the next page. Applicants are urged to work from an electronic copy of the forms which can be obtained as an Adobe Acrobat file on the Arizona Department of Transportation's Multimodal Planning Division website: at: http://mpd.azdot.gov/MPD/Community_Grant_Services/ProgGuide.asp .

APPLICATION FOR SECTION 5310 ASSISTANCE FY 2011

APPLICATION PART 1: CHECKLIST

The following documents must be submitted with your application.

COG/MPO Check-off	Applicant Check-off	
☐	☑	**Cover Letter** (Summarizing your request and addressed to the COG/MPO, who will transmit the application to ADOT
☐	☑	**This Checklist and the Project Information**
☐	☑	**Narrative Description of Project** (Sections A – G, including vehicle inventory form)
☐	☑	**Agency Capital Request and Budget**
☐	☑	**Federal Certifications and Assurances** ☑ Assurance of Authority of Applicant and its Representative ☑ General Assurances ☑ Certification for Civil Rights Complaint Status ☑ Certification for Drug-Free Workplace ☐ Certificate of Compliance with Manufacturer's Maintenance Schedule
☐	☑	**Support Documentation** ☐ Articles of Incorporation of applicant's private non-profit status. The copy must be certified. ☐ An IRS 501(c)(3) letter of exemption showing applicants as a nonprofit organization. ☑ Public Notice (Applicants in MAG and PAG areas are requested to attach notice placed by MAG or PAG on their behalf) ☐ Notice of public hearing announcement (public agencies only) ☑ Letter of notification to other providers (not required of applicants in MAG and PAG regions; other applicants are to attach copies of letters sent) ☐ Project support letters ☐ Opposition letters to the project ☑ Organizational chart for applicant

PROJECT INFORMATION

GENERAL INFORMATION

COG/MPO Region: CAAG

Primary Service Area: ☑ Rural ☐ Urban ☐ Both (25%+ one or other)

Application is for: *(Please identify number amount in each category)*

Specifics are requested on the following pages.

_____ Mobility Management Project

_____ Replacement Vehicle(s)

_____ Expansion Vehicle(s)

Other equipment – please describe:

_____

Answer #1 only if it applies. An "umbrella" agency is an organization that is applying for two or more vehicles and will subcontract with other agencies.

1. Transit Provider Umbrella

Agency Name *(if any)* Gila County

Contact: Michael A. Pastor

Title: Chairman, Gila County Board of Supervisors

Address: 601 Ash Street

City: Globe *State* AZ *Zip Code:* 85501

Phone: 928-425-3231 *FAX* _____

E-Mail: _____

Web Site: http://www.gilacountyaz.gov

2. Transportation Provider

Agency Name *(if different from above)* Gila County dba Gila Employment and Special Training

Contact: David B. Caddell

Title: GEST Program Manager

Alternate Contact: David J. H. Fletcher

Address: 5515 S. Apache Avenue, Suite 200

City: Globe *State* AZ *Zip Code:* 85501

Phone: 928-402-8664 *FAX* 928-425-9468

E-mail: dcaddell@co.gila.az.us

Web Site: http://www.gilacountyaz.gov/communityservices/gest/default.html

3. Primary contact for Civil Rights Compliance

Contact: David J. H. Fletcher

Address: 5515 S. Apache Ave, Ste 200

City: Globe *State* AZ *Zip Code:* 85501

Phone: 928-402-8801 *FAX* 928-425-9468

E-mail: dfletcher@co.gila.az.us

4. Does your agency (or subcontractors) utilize unionized labor?

☑ No

☐ Yes (if yes, please provide the following information)

Union Name: _____

Contact: _____

Address: _____

City: _____ *State*____ *Zip Code* _____

Phone: _____ *FAX* _____

E-mail: _____

5. Is this application being submitted in collaboration with another agency as a coordination project?

☐ Yes – If yes, list agency

☑ No

6. Client Description: (Briefly describe the clients your agency serves and whether they are individuals who are elderly or have disabilities or both. If you serve persons with disabilities, describe the primary type of disability.)

Gila County has a long history of providing service to both the elderly and individuals with disabilities. The Gila Employment and Special Training (GEST) program is specifically designed to provide supportive employment and life skill training for individuals with developmental disabilities.

7. Have you participated in your region's (COG/MPO) Regional Transportation Coordination Plan(s) and related meetings?

☐ Monthly ☑ Quarterly ☐ Yearly ☐ No – why not?:_____

8. Type of assistance you are requesting:

Type[1]	Vehicle[2]	Replace	Expand	Other	Quantity
1	☐ Lift-equipped "Maxivan" van	☐	☐	☐	_____
2	☑ Lift-equipped "Cutaway"	☐	☑	☐	1
3	☐ 12 Passenger Maxivan (no lift)	☐	☐	☐	_____
4	☑ 6-7 Passenger Minivan no ramp	☑	☐	☐	1
5	☐ 5 Passenger Minivan (with ramp)	☐	☐	☐	_____
6	☐ Mobility Management				
7	☐ Other (i.e., vehicle, capital equipment, etc.) Please Describe)				

[1] Vehicle requests falling outside of these Type 1-5 descriptions will be considered on a case-by-case basis.
[2] If more information is needed on vehicle types, please contact your COG/MPO representative or ADOT/MPD.

Preference: If more than one type vehicle is requested, please list the vehicles according to your priorities[3]:

First Choice: Lift-equipped "Cutaway"

Second Choice: 6-7 passenger minivan no ramp

Other Preference(s) _____

9. If you are applying for a non-wheelchair vehicle, do you have a wheelchair vehicle(s) in good working condition in your fleet or under contract?[4]

☒ Yes. Explain if under contract only: _____

☐ No, explain:

10. If an early vehicle delivery is available, the applicant should note whether it would like early delivery:

☒ Yes, we prefer an early delivery; matching funds will be available early.

☐ No, we do not prefer an early delivery.

11. Mobility Management[5]

☐ Mobility Management.

Describe Project:

APPLICATION PART 2: NARRATIVE DESCRIPTION OF SYSTEM

(Do not insert any support documents/materials in the middle of the application, they may be added to the back of the application)

This part of the application is divided into several sections, each covering a different aspect of your system and its management. Please provide thorough but concise answers to questions.

The application form requests information first on your total program and then on the particular use of the vehicles that are requested through this application.

Requests for vehicles intended to be used in significantly different service areas (for example, different sites within the same overall agency) should be submitted through separate applications.

[3] This application serves as the record of what the applicant is indicating as its preference(s).

[4] See Part II of the Handbook for discussion on federal Demand Responsive (Equivalent Service) requirements. If an agency has a reliable, 'on-call' inter-agency agreement with a qualified provider that has a wheelchair-accessible van that meets these criteria, an on-site vehicle is not required.

[5] The typical Mobility Management project would be from an agency, office or regional planning organization that intends to take a lead role in coordinating transportation services within a city, county or region.

A. Overall Agency Description

1. **Provide a brief description of your agency's primary mission, including a mission statement if available. What are your general service area boundaries? Describe your agency's experience and qualifications in providing passenger transportation.**

   The Gila County Community Services Division mission statement is "Improving the quality of life for all residents, one life at a time." The mission of the GEST program is "Improving the Quality of Life for All Residents through Self Sufficiency." Service is provided within the boundaries and surrounding area of Gila County to all qualifying Gila County residents. Gila County GEST program has effectively provided transportation services to disabled consumers since 1975.

2. **Structure of your organization. Attach an organization chart showing Board Members and employees. Identify the transportation employees or other employees who also drive (use job titles – e.g. drivers, client counselors, etc.). Indicate if they are full-time or part-time. Describe how these employees fit into the overall organization and the percentage of their time that they drive or will drive.**

   The Gila Employment and Special Training (GEST) program falls under the jurisdiction of the Gila County Board of Supervisors. The Gila County Board of Supervisors is a three member board elected by Gila County voters to represent all areas of Gila County. The GEST program is housed within the Community Services Division. Employees in the GEST program consist of a program manager and six Community Service Workers, all FTE. The six Community Service Workers, and occasionally the program manager, drive consumers to and from work, activities, shopping, etc. Driving consists of over 80% of their scheduled work day. Please refer to attached organizational charts.

3. **What, if any, role do volunteers have in driving vehicles in passenger service or other ancillary driving activities? How many volunteers does your agency have and what is the average amount they work each week?**

   The Gila County GEST Program does not utilize volunteers to provide any service to consumers at this time.

B. Transportation Program Description

Please describe your current (or intended) transportation service and attach, in an appendix, any brochures, which explain your transportation service. Please address each of the following:

1. General description of your transportation service:

Gila Employment and Special Training has provided service since 1975. This has included providing transportation for consumers who meet our program qualifications and receive services through AZDES/Division of Developmental Disabilities or RSA. We wish to expand service to include evening and weekend service for qualified consumers in our service area.

2. Current service area(s), days and hours of operation: Note: Identify all service areas and types of services provided in these areas. This is particularly true for umbrella agencies administering a number of satellite programs.

Service is currently provided Monday through Friday, excluding legal holidays, 6:30 am to 5:00 pm. Our services area is all of Gila County, including the San Carlos Apache Tribe reservation. We wish to expand service to include evening and weekend service for qualified consumers in our service area.

3. List the primary local activity centers including medical, commercial locations, human service programs, and low-income or public housing that are served by your system. Explain how often they are served and indicate those activity centers that require the most transportation service.

Our system provides specific individualized transportation to all medical, shopping, and human service programs within our geographical area (Gila County) for all qualified consumers. This is on an as requested, as needed basis. Transportation may be related to employment, medical/nutritional needs, socialization, or various service appointments. Although the majority of our consumers are referred through AZDES/Division of Developmental Disabilities and AZDES/Rehabilitation Services Administration, the Division of Community Services provides many services for families who are low income, elderly, physically or mentally disabled.

4. Do you charge a fare or request a donation from the passengers you carry?

☐ A fare is charged
☐ A donation is requested (but not mandatory)
☒ No fees are requested

5. Is your system planning to:

☐ Maintain the same level of service as last year
☒ Increase the level of service
☐ Decrease the level of service

If your system is proposing to increase or decrease service, please describe the changes and why they are proposed.

It is anticipated that the level of service will be increased by expanding availability of service to evenings and weekends as determined by individual consumer's need identified in their ISP. This need for service has been verbalized by consumers, parents, guardians and AZDES alike. There is currently no service provider in our area that affords availability during evenings and weekends.

6. Vehicle Availability. How many of your vehicles are:

7 Available for passenger service?
5 Required in your peak service period?

7. Do staff members also transport clients in personal vehicles?

☐ Yes (explain to what extent) _____

☒ No

8. Complete the vehicle roster on the following pages.

TOTAL FLEET VEHICLE INVENTORY

Instructions

Use the vehicle condition and classification code table (below) to complete the information on the total vehicle fleet inventory table on the next page. Please provide individual vehicle information on all vehicles used to carry passengers in your fleet.

VEHICLE CLASSIFICATION AND VEHICLE CONDITION CODE TABLES

(Use the following codes for completing the table on the next page.)

VEHICLE CLASSIFICATION TYPE	CODE
HEAVY DUTY 40 + FOOT BUSES	1
HEAVY DUTY UNDER 40 BUT GREATER THAN 30 FOOT BUSES	2
MEDIUM DUTY 20-30 FOOT BUSES OR MINI-BUSES	3
LIGHT DUTY 20-30 FOOT VANS (Larger Cutaways, and Maxi-Vans, etc.)	4
LIGHT DUTY 15-25 FOOT VANS (Small Cutaways, Mini-Vans , Small Maxi-Vans (including lift vans) & "Suburbans"/large 4x4 wagons)	5
SUPPORT VEHICLES (Sedans, Station Wagons, Pickups, etc.,)	6
NOTE: Vehicle footage is measured from bumper to bumper	

VEHICLE CONDITION DEFINITIONS	CODE
EXCELLENT: Brand new or less than one year old, no major problems exist, or only routine preventative maintenance is required.	5
GOOD: Elements are in good working order, requiring only nominal or infrequent minor repairs.	4
ADEQUATE: Requires frequent minor repairs or infrequent major repairs. Elements are in adequate working order and the asset's usage can continue.	3
POOR: Requires frequent major repairs, elements are in poor working order, or asset is technologically dated and requires major retrofit. Future usage requires significant investment, which may or may not be cost-effective.	2
FAILURE: In sufficiently poor condition that continued use is impossible or non-cost-effective.	1

TOTAL FLEET – VEHICLE INVENTORY AND CONDITION – list only vehicles in the service area for which this application is made. (Includes all vehicles used for passenger service – ADOT / FTA and NON – ADOT / FTA funded vehicles). **Verify all VIN(s) are accurate and indicate on the last column to the right if the vehicle(s) is being replaced in this application.**

PROVIDER NAME: Gila County dba Gila County GEST Program

Vehicle ID Number & Vehicle Class Code		Original Cost	Year	Make	Seating Capacity	Current Odometer Reading	Lift Equipped? How many tie downs?	Originally Section 5310 Funded?	Current ADOT Lien? (Check One)	Vehicle Condition Code	Anticipated replacement year	Is replacement requested in this application?
Complete VIN Number (17 digits)	CODE						YES, # of tiedowns or NO	YES or NO	YES or NO			YES or NO
EXAMPLE G2WB18F13LC934863	5	29,115	01	DODGE	15	80,000	Yes, 1	YES	NO	2	2006	YES
2B6LB31Z0XK524252	5	31,703	99	DODGE	10	137,368	YES, 2	YES	NO	2	2012	YES
2B4GH2531SR273749	5	15,700	95	DODGE	7	110238	NO	NO	NO	3	2012	YES
1FBNE31L86DA46988	5	19,121	06	FORD	12	42135	NO	YES	YES	4	2014	NO
1FBNE31L76DB20577	5	19,121	06	FORD	12	43994	NO	YES	YES	4	2014	NO
1FTDX1765VKB98941	6	19,868	97	FORD	6	200260	NO	NO	NO	2	2012	NO
1FT2534L78DB38468	4	50897	08	FORD	9	41887	YES, 2	YES	YES	4	2016	NO
1GNDV23WX8D201754	5	23775	08	CHEVY	7	12690	NO	YES	YES	4	2016	NO

Vehicle ID Number & Vehicle Class Code		Original Cost	Year	Make	Seating Capacity	Current Odometer Reading	Lift Equipped? How many tie downs?	Originally Section 5310 Funded?	Current ADOT Lien? (Check One)	Vehicle Condition Code	Anticipated replacement year	Is replacement requested in this application?
Complete VIN Number (17 digits)	CO DE						YES, # of tiedowns or NO	YES or NO	YES or NO			YES or NO
EXAMPLE G2WB18F13LC934863	5	29,115	01	DODGE	15	80,000	Yes, 1	YES	NO	2	2006	YES

Vehicle ID Number & Vehicle Class Code		Original Cost	Year	Make	Seating Capacity	Current Odometer Reading	Lift Equipped? How many tie downs?	Originally Section 5310 Funded?	Current ADOT Lien? (Check One)	Vehicle Condition Code	Anticipated replacement year	Is replacement requested in this application?
Complete VIN Number (17 digits)	CODE						YES, # of tiedowns or NO	YES or NO	YES or NO			YES or NO
EXAMPLE G2WB18F13LC934863	5	29,115	01	DODGE	15	80,000	Yes, 1	YES	NO	2	2006	YES

Vehicle ID Number & Vehicle Class Code		Original Cost	Year	Make	Seating Capacity	Current Odometer Reading	Lift Equipped? How many tie downs?	Originally Section 5310 Funded?	Current ADOT Lien? (Check One)	Vehicle Condition Code	Anticipated replacement year	Is replacement requested in this application?
Complete VIN Number (17 digits)	CO DE						YES, # of tiedowns or NO	YES or NO	YES or NO			YES or NO
EXAMPLE G2WB18F13LC934863	5	29,115	01	DODGE	15	80,000	Yes, 1	YES	NO	2	2006	YES

C. Need for Service

In this section, describe your overall transportation program.

1. Please indicate the number and type of individuals served by your overall transportation program on an annual basis:

a. Non-Elderly Disabled	5
b. Elderly not Disabled	10
c. Elderly and Disabled	25
d. Other	20
Total (non-duplicated) persons	60

2. How many annual passenger trips do you provide (total for all vehicles)? See the Passenger Trip Calculation worksheet at the last page of this application to determine this number. 15,000+

3. How many days service do you provide transportation, including seasonal differences?

Operating Days per Week: 5

Operating Days per Month 20+

Describe any important seasonal differences in services operated:

There are no current seasonal difference in service provision.

4. How many vehicle service hours and service miles do you currently provide (total for all vehicles)?

	Daily	**Monthly**	**Annual**
Service Hours	12	258	3,096
Service Miles	250	5,375	64,500

5. During what time do you provide transportation service? (Check all that apply)

☒ Weekdays ☐ Weeknights after 6 pm ☐ Weekends

6. What is the current distribution of trips (%) by trip purpose?

Medical	15
Nutrition	15
Adult Day Care	
Employment	40
Education & Training	10
Service Appointments	5
Social & Recreational	15
Other (Specify	
Total	**100%**

7. Can all requests for service be accommodated with the existing services?

☐ Yes, all requests are accommodated

☒ No, all requests not accommodated (describe below)

We currently receive many requests for service during evenings and weekends that are not met. The local transportation agency is not able to handle the demand that is requested.

8. For existing services, what is the average number of trips per vehicle?

(Divide your annual trips from question #2 by the average number of vehicles in service, excluding back-up or spare vehicles.)

Average trips per vehicle: 3000

9. Please describe if, and how, existing transportation services will change if you are awarded a 5310 grant this year. If your grant request is only for replacement vehicles, please specify.

Vehicles are for both replacement and fleet expansion. The plan is to expand service hours to include evenings and weekends. Due to the additional requests that our program has been receiving, we are in the process of hiring additional staff to handle the requested service demand.

10. Please describe why the transit service provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities proposed to be served through this application.

There are currently no service providers that afford availability during evenings and weekends. The local Tribal transit system is only available for tribal members who reside on the reservation.

11. Mobility Management. Describe your proposed project in detail. Include your overall goal, the transportation providers you will include, key milestones to be accomplished and estimated time frame for meeting those milestones.

D. Vehicle Use

The following questions pertain only to the vehicle(s) for which you are currently applying.

1. How will the requested equipment be used? *(please enter replacement info for each vehicle being replaced including* ***entire*** *VIN number for each)*

☒ **Replace existing:**

Vehicle to be replaced is a 1999 *(enter vehicle year)*

with an odometer reading of _____ *(enter vehicle miles)*

Vehicle Description:

Make/Model Dodge Maxivan

VIN: 2B6LB31Z0XK524252

Does the vehicle being replaced have a wheelchair lift? ☒Yes ☐No

☐ **New Service:**

Do the vehicle(s) being requested have a wheelchair lift? ☐Yes ☒No

If not requesting an accessible vehicle please explain:

We are also planning to replace a 1995 Dodge Caravan,
VIN: 2B4GH2531SR273749, Odometer reading:

2. Describe the service that will be provided with the vehicle(s) requested in this application. Include information on where the vehicle will serve and the service schedule.

Service for eligible participants will be provided up to seven days per week, from 6:30 am to approximately 8:30 pm. Service area includes all of Gila County including the San Carlos Apache Tribal reservation. Service will be provided as requested and scheduled by the consumer or legal guardian. For example: transportation to medical appointments, community activities, out of town trips, scheduled appointments, banking, shopping, pharmacy, or community resources.

3. Estimate service hours and service miles for the requested vehicle(s).

	Daily	Monthly	Annual
Service Hours	14	434	5208
Service Miles	110	2365	28380

4. What is the number of passenger trips expected with your new equipment?

Daily 15+ Monthly 322+ Annual 3864+

5. What is the estimated percentage of elderly individuals and individuals with disabilities who will use the vehicles you are requesting *(please provide an unduplicated count for each category)***?**

Elderly, not disabled	5
Elderly with a disability	40
Disabled, not elderly	50
Other	5
Total	**100%**

E. Coordination of Service

This section provides an opportunity for you to provide evidence of coordination or willingness to coordinate with other agencies, e.g. public transportation operators and/or other human service providers (agencies funded through DES, Department of Human Services, Senior Centers, employment assistance centers or the various training programs offered for residents of your community).

All agencies awarded Section 5310 funds are required to participate in local or regional coordination activities.

1. What other transportation services operate in your service area and do you use these services to transport your clients? *(Please identify the services, regardless of whether you feel they are appropriate or sufficient for your clients.)*

Cobre Valley Transit
San Carlos Apache Tribe Transit

We do not use the services, but do refer clients to see if they are available to meet their needs. Our consumers, on occasion, do use these services, but we are the primary transportation system for their employment and medical/nutritional needs due to limited availability.

2. Could any of these other transportation services meet the needs of your clients? *(Please describe their sufficiency in being able to respond to the needs of your clients.)*

Globe-Miami is host to only one transit agency, Cobre Valley Transit in Miami. Cobre Valley Transit is not currently able to meet all of the transit needs and have limited available hours due to contracts with other human service organizations and staffing. Their service area is Globe/Miami only. There is no transit agency in Payson. San Carlos Apache Transit only provides transportation for tribal members residing on the reservation. Outlying areas do not have any transportation services.

3. Does your agency have (existing or proposed) working agreements with other social service agencies or transportation providers for the provision of coordinated transportation services to individuals who are elderly or have disabilities? *(If so, note conditions or limitations below. If it is a written agreement also attach a copy to the back of this application.)*

☒ **Yes** ☐ **No Describe:**

Through the Pinal-Gila Council for Senior Citizens, discussion about starting a Gila Rides program in the local area has been initiated. We have participated in those discussions. Potential written intergovernmental agreements could arise.

4. For each of the following, check those for which you presently coordinate or share with other agencies. Then indicate those activities which you are willing to evaluate in an effort to increase coordination.

	Currently Do	Would Consider
Sending our drivers to training held by others	☒	☐
Invite other drivers to attend our training	☐	☒
Share back-up vehicles with other agencies	☐	☒
Provide information to our clients on other available services.	☒	☐
Work with other agencies to identify when there is availability on their vehicles for our clients.	☒	☐
Purchase rides for our clients on other services.	☐	☒
Sell rides on our service to other agencies.	☐	☒
Providing or participating in joint maintenance arrangements.	☐	☒
Providing in a joint or coordinated insurance pool.	☐	☒

Other _____

5. Do you have a contingency plan in place with another transportation provider to assure the delivery of transit services, should the situation arise in which you have insufficient vehicles or drivers?

☐ Yes ■ No Explain:

Currently, we are able to arrange transportation to meet the needs of the clients. Within Gila County Community Services Division, there is other staff available to assist.

6. Is any part of your service transportation subcontracted to another agency?

☐ Yes ■ No Explain:

Gila County policy only enables Gila County employees to operate any vehicles that are owned by Gila County.

7. Describe any special efforts your make to provide information about your service to human service agencies, One Stop Centers, or other activity centers.

The Gila County GEST Program is conveniently co-located within the Globe-Miami One Stop Center, which also houses our Community Action Agency, DES Unemployment Services and Health Department. There are future plans for our Public Fiduciary to be located within the same complex. All of these services are also provided in the Payson area. Involvement in community is paramount to providing information to all providers. This is accomplished through individual meetings with other organizations, division participation in the Southern Gila County Network Team, community media relations, flyers and word of mouth. GEST retains contracts with DES/DDD and DES/RSA.

8. What human service agencies, employment/training programs, or other transportation providers have you met with in the last year to discuss transit service coordination? Explain how often you met and the outcomes.

Currently, we are meeting to develop a Gila Rides program. We have had two meetings thus far. Local human services agencies such as: Horizon Human Services, Globe and Miami Senior Centers, Pinal-Gila Council for Senior Citizens, San Carlos Apache Transit, Cobre Valley Transit and Central Arizona Association of Governments.

The committee is developing a coordination plan to provide transportation to meet the needs of the individuals in the San Carlos Apache Tribe, City of Globe, Town of Miami, and the unincorporated areas between them. One of the plans is to develop a volunteer drivers program which will allow any participating agency to utilize a volunteer driver which will keep operating costs at a minimal, and will increase the availability of transportation. The GEST program will contribute to this effort by providing transportation to individuals enrolled in our program to meet area needs.

9. If your COG/MPO has a Social Services Committee does your agency participate on it? *(If there is not a committee in your region check N/A below)*

☒ N/A ☐ Yes ☐ No

10. Are you currently included in the Regional Transportation Coordination Plan for your area? ☒ Yes ☐ No ☐ 1st Time Applicant in the process of being included.

How often do you participate in your COG/MPO Coordination Meetings?

☐ Monthly ☒ Quarterly ☐ Yearly ☐ Never

F. Financial and Managerial Capability

Applicants should demonstrate the financial and managerial capacity to meet ADOT Section 5310 program requirements.

Budget

1. Discuss the availability of matching funds for your 5310 project.

The Gila County Community Services Division has grants through the Arizona Department of Housing, Arizona Department of Commerce, ADES/RSA, ADES/DDD, Arizona Department of Economic Security

2. Discuss the availability of operating funds, for the useful life of the equipment for which you are applying. *(A statement affirming the availability of operating funds is a required attachment to the back of the application.)*

Arizona Department of Housing, Arizona Department of Commerce, ADES/RSA, ADES/DDD, Arizona Department of Economic Security

3. Who prepares, or will prepare and monitor, your transportation budget?

Bree'na York
928-425-7631

4. Does your organization presently conduct an annual audit?

☒ Yes ☐ No

If yes, is the audit required to meet the requirements of the Office of Management and Budgeting A-133 audits for agencies receiving more than $300,000 in federal funds? ☒ Yes ☐ No

Program Management

5. How much federal funding does your agency anticipate receiving in FY 2011 for all programs (all federal funding received, not just transportation)?

GEST is a fee for service program. All funding is through state contracts (ADES/RSA and ADES/DDD).

6. Describe your organization's experience in regards to managing federally funded programs including all the related requirements associated with them.

Gila County has been established since 1881. The GEST program started in 1975 with an establishment grant. GEST has applied and been awarded other grants that include federal funds. In 2004, GEST was awarded a federal grant for the disability specialist position. The grant was renewed up to 2010.

7. How does your agency ensure that your community is aware of your intent to apply for Section 5310 funding?

A notice of intent to apply is published in a local newspaper. Also, written notification is sent to local transit agencies. Submittal is also approved by the Gila County Board of Supervisors during an open meeting.

Civil Rights – Title VI and EEO

8. Have there been any civil rights complaints, lawsuits, allegations or legal actions filed against your agency in the last two years?

☐ Yes ☒ No If No, please explain the nature of the complaint(s):

9. Does your agency have an EEO policy and does that policy include language that prohibits discrimination on the basis of race, national origin, color, sex, age, and disability in the workplace?

☒ Yes ☐ No

10. Are the services provided by your agency accessible to your clients, regardless of race, color, national origin, sex, age or disability?

☒ Yes ☐ No

Do you have a related written policy? ☒ Yes ☐ No

If yes, please describe the process that your agency uses that ensures nondiscrimination in terms of the services you provide.

All services are provided equally to eligible consumers.

Civil Rights – Limited English Proficiency (LEP)

11. Are you aware of your obligation to comply with Limited English Proficiency (LEP) requirements?

☒ Yes ☐ No

12. How do you ensure that persons with LEP needs can access your services?

The Community Services Division has staff members who are bilingual in Spanish. The Division also has access to interpreters in other languages if needed.

13. Does your organization have a Limited English Proficiency (LEP) plan?

☐ Yes ☒ No

Civil Rights – Disadvantaged Business Enterprise (DBE)

14. During the past 4 years has your agency received vehicles from ADOT?

☒ Yes ☐ No

15. During the past 4 years has your agency received Mobility Management, Operating and/or Capital funding awards from ADOT?

☐ Yes ☒ No

16. Has your agency developed an approved DBE program?

☐ Yes ☒ No

If no, please explain.

The ADOT DBE plan was adopted by Gila County in 2007.

17. Has your agency adopted the ADOT DBE program?

☐ Yes ■ No

18. What good faith efforts has your agency made to purchase from DBE vendors?

The ADOT DBE plan was adopted by Gila County in 2007. Gila County accepts any and all bids for service and goods. There are no exclusions. This is covered under Gila County procurement policy.

Civil Rights / ADA

17. Does your agency have in place written policies, procedures regarding the following requirements of the ADA?

☑ Yes	☐ No	Lift vehicle availability?
☑ Yes	☐ No	Maintenance of accessible features on vehicle?
☑ Yes	☐ No	Adequate time for vehicle boarding and disembarking?
☑ Yes	☐ No	Use of portable oxygen/respirator equipment allowed?
☑ Yes	☐ No	Service animals allowed?
☑ Yes	☐ No	Training (wheelchair securement, sensitivity to passengers, etc.)?

18. Do you have at least one working, wheelchair accessible vehicle, meeting ADA standards, with available and qualified driver(s), for each of your primary services areas? *A YES statement, below, also indicates that your system has a "back up" plan should it's only accessible vehicle(s) or available driver(s) be rendered out-of-service for more than a few days.*

☐ Yes ■ No If no, please explain.

Currently, we have a primary and backup wheelchair vehicle in the Globe-Miami area. We are requesting an additional cutaway van to allow us to transfer the 2008 Ford Maxivan to provide services in the Payson area. This will allow, in case of a county wide emergency, that the people with special needs have resources to be transported to shelters or other designated areas.

How do you maintain equivalent service for persons with disabilities?

All of GEST service provision is for individuals with disabilities. A wheelchair capable vehicle is in service at all times. We retain an older wheelchair capable vehicle as backup in the event that the current use vehicle is out of service for a period of time.

19. Is information on your service provided in accessible formats, if requested?

☒ Yes - Explain how: 1) a hearing impaired person, and 2) a visually impaired person would request a ride on your service.

☐ No

Service provision could be requested by telephone, in person, by proxy, or through Arizona Relay Service. Our county One Stop facility also has accessible equipment for individuals with low vision.

20. Has your agency ever turned down a request for transportation from a person with a disability?

☐ Yes ☒ No If yes, please explain.

21. Are inspections of ADA equipment, including lifts, ramps, securement devices, signage, and communication systems part of your agency's pre-trip and post trip inspection checklists?

☒ Yes ☐ No If no, please explain.

22. If ADA deficiencies are found during your agency's pre-trip and post-trip inspections, what is done?

The vehicle is scheduled for repair with Gila County Fleet Management and the backup vehicle is used until repair can be made.

Maintenance and Vehicle Use

23. Describe your vehicle maintenance program. How often is preventive maintenance performed? Do you follow the manufacturer's recommended standard?

Gila County follows the manufacturer's recommended standard of vehicle maintenance. Regular service is scheduled with Gila County Fleet Management and any additional repairs or service is conducted as needed.

24. What maintenance services does your agency provide in-house and what services are provided to your agency through outside agencies?

All maintenance service is provided through Gila County Fleet Management.

25. How do you keep track of vehicles' maintenance history? Who reviews repair and expense records? Where are maintenance files kept?

Gila County Fleet Management retains a record of vehicle maintenance history. Repair and expense records are reviewed by both Gila County Fleet Management and the GEST Program manager.

26. Where are repairs to wheelchair lifts made and how do you assure that an accessible vehicle is always available for service during the repairs?

Repairs to wheelchair lifts are made through Gila County Fleet Management. We retain older wheelchair capable vehicles as backup in the event that the current use vehicle is out of service for a period of time.

27. Do you have established policies or guidelines regarding use of vehicles, loan of vehicles, sign out of vehicles, accident reporting, etc? Please describe.

Yes. They are contained in the written policies of the Community Services Division, and Gila County and refer to use, sign out and accident reporting.

G. Safety & Training Programs

ADOT periodically provides training in a variety of areas (Please check with ADOT's Training Coordinator for courses provided). However, it is the applicants' responsibility to ensure that drivers and other "safety sensitive" personnel are trained to proficiency. Describe the training policies, programs and other features of your operation.

1. Use the table below to indicate the driver training you require for full-time drivers, part time drivers and volunteers. How are the courses generally provided?

Training Course	Check if Required for full-time drivers	Check if required for employees who drive clients as part of their duties	Check if required for volunteers	Class provided in last year? (Yes/No)	How was the training provided? (in-house, ADOT/Other
Defensive Driving	☑	☑	☐	☐ Yes ☑ No	in-house
First Aid	☑	☑	☐	☑ Yes ☐ No	in-house
CPR	☑	☑	☐	☑ Yes ☐ No	in-house
Accident Reporting	☑	☑	☐	☑ Yes ☐ No	in-house
Emergency Response	☑	☑	☐	☑ Yes ☐ No	in-house
Passenger Assistance Training PASS*	☑	☑	☐	☑ Yes ☐ No	in-house
Other? Specify	☐	☐	☐	☐ Yes ☐ No	_____

*The current ADOT-sponsored training is termed Passenger Service & Safety Training (PASS)

2. Describe how the ADA training requirements are included in your training program, with respect to use of accessible equipment, for passenger sensitivity and for vehicle maintenance.

During yearly training, all staff is required to learn how to use vehicle's equipment in securing passengers, disability awareness and how to treat them with respect and dignity.

3. Describe your agency's risk management policy in case of an accident, liability claim, or legal action?

Gila County has a risk management department. Training is provided on procedure for accident reporting. When an accident occurs, we are required to contact police, fire, risk management and your supervisor immediately. In each vehicle, there are forms that the driver and their supervisor must complete. Risk Management department will complete any other forms and handle any legal actions.

4. Describe your system's vehicle accident history in the last year. List the number and type of "major"* accidents: A) for any accidents that occurred, describe if there was property damage or injuries and identify if they were preventable or non-preventable. B) for any preventable accidents, what action did the system take?

A. None

B. None

5. What provisions has your agency made for assuring a safe and drug and alcohol free work environment?

Does your agency have a drug-free workplace policy? ☒ Yes ☐ No

Please describe key features for employees and volunteers.

Each employee is required to complete a statement of understanding regarding Gila County's "no tolerance" drug and alcohol free policy.

6. What security policies or procedures do you have to ensure against or minimize threats of violence on passengers and employees, or to reduce the threat of other unsolicited intrusions in your transportation program? Please describe.

All drivers carry a county issued cell phone for use in emergencies. At the current time, we only provide service to authorized clients, therefore a relationship has been built. Our drivers are all trained in Client Intervention Training for DDD clients.

APPLICATION SECTION 3: BUDGET

(Attach any support documents/materials following Part 3)

This section includes budget information for the capital equipment and for operating the equipment over the useful life of the vehicle.

The cost of the vehicles anticipated to be purchased this year is listed below. Remember that these costs are estimates only. Applicants are requested to budget slightly more so funds are available if costs come in higher. Nominal registration and inspection fees will also be added to this figure. Radios and other ancillary equipment are separate.

The local expenses are estimated based on matching funds of 10%. Please note that he delivery fee that previously has been $50.00 will now be $150.00 this year.

Type of Vehicle	Estimated Total Cost*	Estimated Local Expenses		
		Matching Funds (10%)**	Administrative Fees (2%)***	Total Local Expense
8 Passenger Lift-equipped Maxivan	$57,000	$5,700	$1,140	$6,840
9 Passenger Lift-equipped Cutaway	$62,000	$6,200	$1,240	$7,440
12 Passenger Maxivan (no lift)	$27,000	$2,700	$540	$3,240
7 Passenger Minivan (no ramp)	$26,000	$2,600	$520	$3,120
5 Passenger Minivan (with ramp)	$38,000	$3,800	$760	$4,560

*Estimated Total Cost is the estimated total invoice price (combined federal and local portions)
**Percentage of total invoice comprising the local capital match.
***Additional inspection and registration fees apply.

Type of Vehicle	Estimated MVD Title/Registration Fees for Non Profit Agencies	Estimated MVD Title/Registration Fees for Tribes, Cities, Counties and Towns.	Delivery Fee (per Vehicle)
Lift and Ramp Equipped Vehicles	Handicapped Plate issued / $53.75 per vehicle	Government Plate and a Handicapped Placard issued / $4.00 per vehicle	$150.00
Vehicles without Lift or Ramp	Handicapped Plate issued / $25.25 per vehicle	Government Plate and a Handicapped Placard issued / $4.00 per vehicle	$150.00

In the Agency Capital Request table on the following page, please indicate the number and type of vehicles or other equipment requested, the agency capital budget, and the source of local matching funds/fees. For equipment not on the above list, please supply an estimated cost and attach support documentation describing the item in detail. While ADOT cannot commit to purchasing requests not on the above list, additional items will be considered on a case-by-case basis if adequate quotes and documentation are provided.

In the Agency Operating Budget table on the following page, please identify the agency's operating budget for its transportation program and the source of local matching funds.

Agency Capital Request and Budget

Type of Equipment	Cost Each (Estimate)	Quantity	Total Cost	Total Local Expenses (12%) *
Lift-equipped Maxivan van	$57,000		$0	$0
Lift-equipped Cutaway	$62,000	1	$62,000	$7,440
12 Passenger Maxivan (no lift)	$27,000		$0	$0
7 Passenger Minivan (no ramp)	$26,000	1	$26,000	$3,120
5 **Passenger Minivan (with ramp)	$38,000		$0	$0
Dispatching or Scheduling Hardware or Software			$0	$0
Mobility Management			$0	$0
Operations Worksheet Total			$0	$0
Other (explain)			$0	$0
		Total	$88,000	$10,560

* Additional inspection and registration fees may apply

** Maximum ambulatory + passenger and driver, assuming no wheelchair passengers are on board.

Please identify the anticipated sources of the local matching funds. If LTAF II funds are used as a local match, please identify this and the jurisdiction providing the funds:

Source	Estimated Amount
Gila Employment and Special Training (reserve funds)	$250,000
ADES/RSA (plan to apply)	$10,560
GEST fee for service provider ADES/DDD & ADES/RSA	$350,000
Total	$610,560

Total Agency Operating Budget for Transportation	$ 610,560

Next are two budget pages. The first addresses estimated costs and revenues for the equipment being requested. The second is for your overall transportation program.

ESTIMATED ANNUAL TRANSPORTATION OPERATING BUDGET

Current 5310 request only

Expense	**Estimated Cost***
Driver Salaries and Fringe Benefits	$ 72,369.94
Other Staff Salaries and Fringe Benefits (Supervisor, Administrative, Dispatch, Mobility Manager, etc.)	$
Vehicle Operations (fuel, oil, tires, maintenance, repair, etc)	$ 30,000
Vehicle Insurance	$
Other	$
TOTAL EXPENSE	$ 102,370

Revenue

Show whether your organization will cover any of these costs by charging fares or collection donation from passengers. If yes, specify amount of fare or donation requested for a one-way trip.

Fare/Donation	Amount
☐ Yes ☒ No	if Yes: _____

List other specific sources and amounts of funds that will be available to cover operating costs. The total amount listed below – plus fare revenue – should equal the total operating cost.

Source of Funds	Amount
Gila Employment and Special Training (reserve funds)	$250,000
ADES/RSA (plan to apply)	$10,560
GEST fee for service provider ADES/DDD & ADES/RSA	$350,000
TOTAL REVENUE	$ 610,560

*Estimated total operating cost for transportation services (excluding vehicle purchases) for one year.

ESTIMATED ANNUAL TRANSPORTATION OPERATING BUDGET

Total Transportation Program

Expense Cost*	**Estimated**
Driver Salaries and Fringe Benefits	$ 200,000
Other Staff Salaries and Fringe Benefits (Supervisor, Administrative, Dispatch, Mobility Manager, etc.)	$ 80,000
Vehicle Operations (fuel, oil, tires, maintenance, repair, etc)	$ 30,000
Vehicle Insurance	$
Other	$
TOTAL EXPENSE	$ 310,000

Revenue

Show whether your organization will cover any of these costs by charging fares or collection donation from passengers. If yes, specify amount of fare or donation requested for a one-way trip.

Fare/Donation	Amount
☐ Yes ☒ No	if Yes: _____

List other specific sources and amounts of funds that will be available to cover operating costs. The total amount listed below – plus fare revenue – should equal the total operating cost.

Source of Funds	Amount
Gila Employment and Special Training (reserve funds)	$250,000
ADES/RSA (plan to apply)	$10,560
GEST fee for service provider ADES/DDD & ADES/RSA	$350,000
TOTAL REVENUE	$ 610,560

*Estimated total operating cost for transportation services (excluding vehicle purchases) for one year.

APPLICATION PART 4:
FEDERAL CERTIFICATIONS AND ASSURANCES AND OTHER FORMS

This section contains federal certifications and assurances, forms required by ADOT Multimodal Planning Division, samples of notices which need to be completed and submitted. The following forms must be included with applications for Section 5310 funding.

All Applicants:

☐ Affirmation of Applicant and Applicant's Attorney
☐ General Assurances (including Civil Rights, Title VI)
☐ Certification for Civil Rights Complaint Status
☐ Notices of Public Hearings
☐ Drug-Free Workplace Act Certification
☐ Certificate of Compliance with Manufacturer's Maintenance Schedule

☐ Certification on Restrictions on Lobbying
☐ Certification Regarding Debarment, Suspension, and other Responsibility Matters – Primary Covered Transactions
☐ Certification Regarding Debarment, Suspension, and other Responsibility Matters – Lower Tier Covered Transactions
☐ Assurance of Authority of Applicant and its Representatives
☐ Notices of Public Hearings

FEDERAL FISCAL YEAR 2011 FTA
CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: Gila County dba Gila Employment and Special Training

Name and Relationship of Authorized Representative: Michael A. Pastor, Chairman, Gila County Board of Supervisors

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2011.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2011.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature_____ Date: _____

Name Michael A. Pastor, Chairman, Gila County Board of Supervisors

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Gila County dba Gila Employment and Special Training

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature_____ Date: _____

Name Bryan B. Chambers, Chief Deputy County Attorney

Attorney for Applicant

Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

Application Part 4: Federal Certifications and Assurances and Other Forms, Continued

Other forms and information are provided for the applicant's use in preparing their application. They follow the forms listed above.

- Sample of Public Notice
- Sample Language for Notice of Public Hearing (public agency applicants only)
- Sample Notification Letter to Other Providers
- Passenger Trip Calculation Worksheet
- ADOT Transportation Automated Program System (TAPS) forms
  - Notice of Impending Vehicle Inspection
  - Section 5310/5311 Vehicle Inspection Form

GENERAL ASSURANCES

We the governing body of Gila County dba Gila Employment and Special Training in approving the submission of the attached application, certify that the APPLICANT has the legal authority and is willing to make as part of the contract between the State of Arizona and the APPLICANT for Federal Transit Administration Section 5310 financial assistance, the following assurances:

A. The APPLICANT is a private non-profit organization incorporated in the State of Arizona, a Tribal government or related Tribal community, or that it is a public body which has been designated as an eligible Section 5310 recipient.

B. The APPLICANT has or will have the legal, financial, and technical capacity to carry out its proposed Section 5310 project described herein, including safety and security aspects of that program.

C. The APPLICANT will have satisfactory continuing control over the use of project equipment and facilities.

D. The APPLICANT has, or will have prior to delivery, sufficient funds to provide the local match for the equipment purchased under this contract and to operate the vehicles or equipment purchased under this project.

E. The APPLICANT assures affirmative compliance with Title VI of the Civil Rights Act of 1964 – Nondiscrimination in the Provision of Service (FTA C 4702.1; FTA C 9040.1E; and FTA C 9070.1E).

F. The transportation needs of elderly persons and persons with disabilities have or will be addressed by the APPLICANT, pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794).

G. The APPLICANT has demonstrated and will continue to demonstrate efforts to achieve coordination with other transportation providers, including social service agencies capable of purchasing service. The APPLICANT has participated in the development of a local coordinated public transit-human services transportation plan for the area(s) in which project vehicles will be used.

H. Private transit and paratransit operators and the public have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the provision of the proposed transportation services by the APPLICANT.

I. The APPLICANT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), otherwise known as Public Law No. 101-336

and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule.

J. The Applicant will comply with the applicable provisions of the guidelines relative to charter bus service (Title 49 CFR Part 604) and school bus operations (Title 49 CFR Part 605; Title 49 USC 5323(f)).

K. The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

Signature_____

Date_____

Title of Authorized Official Chairman, Gila County BOS

CERTIFICATION FOR CIVIL RIGHTS COMPLAINT STATUS

X_____ I hereby certify that our organization does NOT have any pending Title VI (Civil Rights) complaints of discrimination filed against its transit program.

_____I hereby certify that our organization DOES have _____ (number) pending Title VI (Civil Rights) complaints of discrimination filed against its transit program. This complaint(s), and its status, is briefly described below. The agency agrees it will keep the Arizona Department of Transportation's Transit Unit informed of any changes in the status of that complaint(s).

To comply with the Civil Rights Act of 1964, Title VI, the Americans with Disabilities Act of 1990, Title II, and the Vocational Rehabilitation Act of 1973, Section 504, we do not discriminate on the basis of disability, race, color, national origin, age, or gender.

Chairman, Gila County Board of Supervisors

Signature Title

Michael A. Pastor

Printed Name

Date

Gila County dba Gila Employment and Special Training

Agency Name

Drug-Free Workplace Act Certification for a Public or Private Entity

Gila County dba Gila Employment and Special Training certifies that it will provide a drug-free workplace by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The applicant's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (4) The penalties that may be imposed upon employees for drug abuse violations in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later that five calendar days after such conviction;

e) Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee as working, unless the Federal agency has designated a cartel point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who was convicted:
   (1) Taking appropriate personnel action against such a employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

g) The Applicant's headquarters is located at the following address. The addresses of all workplaces maintained by the Applicant are provided on an accompanying list.

Drug-free Workplace, cont'd

Name of Applicant: Gila County dba Gila Employment and Special Training

Address: 5515 S. Apache Ave., Suite 200, Globe, Arizona 85501

Signature of Authorized Official: _____

Title: Chairman, Gila County Board of Supervisors Date: _____

CERTIFICATE OF COMPLIANCE WITH MANUFACTURER'S MAINTENANCE SCHEDULE

THIS IS TO CERTIFY THAT Gila County dba Gila Employment and Special Training
(Agency Name)

An applicant for a grant under provisions of the Elderly Individuals and Individuals with Disabilities Program (49 U.S.C. § 5310 of the Federal Transit Act), agrees to abide by the vehicle manufacturer's schedule of maintenance, as a minimum, during the period this vehicle is operated in conjunction with the Arizona Department of Transportation, or its successor agency.

Gila County dba Gila Employment and Special Training

DATE AGENCY

NAME:_____
Signature of Authorized Official

Complete if receiving more than $100,000 in FTA funds

CERTIFICATION **OF**
RESTRICTIONS ON LOBBYING

I, Michael A. Pastor, Chairman, Gila County Board of Supervisors hereby certify to the Arizona Department
(name and title of authorized official)

of Transportation, on behalf of
Gila County dba Gila Employment and Special Training that to the best of my knowledge
(name of grantee)
and belief:

1. No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

   a. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

   b. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, contracts under grants, loans, and cooperative agreements).

2. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a 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.

Executed this _____ day of _____, 2011.

By_____
(signature and title of authorized official)

COORDINATION CERTIFICATION

Gila County dba Gila Employment and Special Training

(Agency Name)

Hereby certifies that the project described in the enclosed application for funding assistance from the ADOT/FTA Section 5310 Special Needs for Elderly Individuals and Individuals with Disabilities Program, was derived from a *locally (i.e., regionally) developed, coordinated public transit-human services transportation planning process*, that the applicant-agency has participated in this process, and that – to its knowledge at the time of this certification – the applicant's intent to seek grant funding assistance for this project, or a project sufficiently similar to the applied-for project (as determined by the applicant's COG or MPO office), has been – or will be – included in the recommended Program-of-Projects of its region's coordinated human services transportation plan. Further, the applicant has had ample opportunity to participate in, and contribute to, this plan, and certifies that it will engage in local and regional coordination activities to the best of its ability, including but not limited to applicable activities discussed in the above-mentioned plan.

Michael A. Pastor

Name of Authorized Official (Applicant)

Signature of Authorized Official (Applicant) Date

OFFICIAL REVIEWER USE ONLY:

Name of Authorized Official (COG/MPO)

Signature of Authorized Official (COG/MPO) Date

For MAG Region Applicants Only

(Submit to MAG On or Before Application to ADOT)

2011 Commitment to Strategies for
FTA Section 5310, 5316 and 5317 applicants

SAFETEA-LU requires any agency applying for Section 5310 funds (Elderly Individuals and Individuals with Disabilities); Section 5316 funds (Job Access and Reverse Commute); and/or Section 5317 funds (New Freedom) funds; to respond to a locally derived human services transportation coordination plan. Agencies will demonstrate compliance with the 2011 MAG Human Services Coordination Transportation Plan Update as evidenced by the following:

- Attendance at designated human services transportation meetings to assist in the development and implementation of regional coordination planning.
- Compliance with information and data requests to aid in the collaborative efforts of the planning process.
- Demonstrated support and achievement of goals in the plan as appropriate and identified in the plan.

Agency data gathering and feedback is a valued part of the regional human services transportation coordination effort. Strategies identified in the coordination process are the collaborative effort of all participating agencies. A successful and relevant plan will assist the agencies in their mission to serve elderly persons, and persons with disabilities and low income.

I do hereby agree, on behalf of my organization, that we will actively support strategies developed in the plan in compliance with SAFETEA-LU regulations. Our participation will continue throughout the term of the grant.

Printed Name	Title
Signature	Organization
Date	

SAMPLE OF PUBLIC NOTICE

The following is a sample of a public notice to be published once in a newspaper of general circulation in the community in which the service is to be offered. Your notice must include the ADA provision as stated, or use essentially similar language to that noted below. The notice must be published sufficiently in advance to allow at least a 15-day response period for affected transportation providers within the applicant's service area, prior to the applicant's submittal of its application to the COG/MPO. **A copy of this notice is to be included with your application.** (In some areas the COG/MPO places the public notice for all interested agencies. Check with your COG before placing your notice and be sure to include a copy of the notice even if placed by the COG/MPO.)

PUBLIC NOTICE

This is to notify all interested parties that_____ is applying for an accessible van-type vehicle under the Elderly Individuals and Individuals with Disabilities Program (49 U.S.C. § 5310). The vehicle will be used to transport those elderly and disabled persons in the area of _____, on a fixed route or demand responsive basis, at least 5 days per week and up to 24 hours per day.

Pursuant to the Americans with Disabilities Act (ADA) of 1990, this notice additionally serves to inform interested parties that request may be made of the applicant for accommodation of "special needs" for a person(s) with a disability(s) to have maximum feasible opportunity for physical and information access to and regarding the above proposed project.

Anyone wishing to comment on this application should do so by _____, 20__, to Community Service Organization, 123 Saguaro Blvd., Somewhere, Arizona 85000. Any public or private transit or paratransit operator wishing to provide an equivalent service to that proposed above should submit to the above named agency within 30 days, a written proposal detailing the service that operator would provide.

Published: ARIZONA LEDGER, _____, 20___

Required of Public Agency applicants only.
Public agencies are required to post a public hearing <u>if they are requested to do so</u> by a party interested in their application.

SAMPLE LANGUAGE FOR NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by (applicant) at (address of hearing location) at (time and date) for the purpose of considering a project for which financial assistance is being sought from the U.S. Department of Transportation. Grant funds will be used to (describe project, including location, items to be purchased, etc.).

At the hearing, (applicant) will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic and environmental aspects of the project. Interested persons may submit oral or written evidence and recommendations with respect to said project.

A copy of the grant proposal is currently available for public inspection at (location).

_____
Applicant's Authorized Representative

SAMPLE LETTER OF NOTIFICATION TO OTHER PROVIDERS

APPLIES TO RURAL APPLICANTS ONLY (CAAG, SEAGO, WACOG, NACOG REGIONS)

The following is a sample notification letter to be sent to every public and private transportation service agency/business in your service area. This letter supplements the public hearing notice and does not replace it. Maricopa and Pima county applicants are exempt from sending this letter as MAG and PAG are responsible for notification requirements.

(Use your letterhead)
S A M P L E

Dear_____:

This is to notify you that **(your agency)** is applying for financial assistance under the ADOT Elderly Individuals and Individuals with Disabilities Program authorized under 49 U.S.C. Section 5310 for capital assistance. **(Your agency)** has requested

(Give a brief but complete description of the equipment your agency has requested and what it will be used for. Include: 1. The Service Area; 2. Days and Hours of Operation; 4. Fare Schedule, if any. Attach more detailed information, if appropriate.)

The purpose of this letter is to advise you of our application and to insure that this proposal would not represent a duplication of your service. Private and public transit and paratransit operators may receive reimbursement funds through purchase of service agreements. Therefore, we solicit your involvement in our proposed service.

I ask that you contact this office in writing within 10 days if you believe that you can provide all or a part of this service or if you have specific objections to the proposed project. In your letter you should state your specific objections or counter proposal. If you support the application, please complete the enclosed sign-off letter and return it to this office.

Our address is: **(your address)**

Also, please send a copy of your letter to the Arizona Department of Transportation, which is the funding agency for the Rural Public Transportation Program. Their address is:

Arizona Department of Transportation
206 South 17th Avenue, Room 340 B
Phoenix, Arizona 85007

Should you desire any additional information on the proposed service, please contact me at _____.

Sincerely,

PASSENGER TRIP CALCULATION WORKSHEET
(This worksheet is to be used in conjunction with related questions of the application)

This worksheet explains the way passenger trips are calculated for the Section 5310 program. Use the following formulas as a guideline in calculating passenger trip numbers for the application.

Note: 1 passenger "trip" is a one-way boarding and de-boarding of a passenger on a vehicle, discounting incidental stops such as a one minute letter drop off of a letter as part of a "larger" (primary purpose) trip. Two options are provided for some of the calculations.

Trip Examples:

- 4 people board a van at a local senior center and then get off (deboard) at the local grocery store. This routing counts as 4 passenger trips. The van is idle until it picks up the same people at the grocery store later and returns them to the senior center. This return route counts as an additional 4 trips. This van has provided 8 one-way trips that day for 4 individuals.
- 1 person boards a van and is taken to the doctor. This counts as 1 trip. While "waiting" for this person's one-hour appointment, the driver picks up 3 additional people at the adjacent clinic and takes them to the senior center. Add 3 trips. The driver returns to pick up the person visiting the doctor and returns her to the senior center. Add 1 trip. This vehicle has provided 5one-way passenger trips for 4 individuals. Three people each made one one-way trip and one person made two one-way trips.
- 10 people are picked up at the agency's rehabilitation center in the morning and taken on a driving field trip where the only stop is a brief restroom break. The van returns these 10 individuals to the center at the end of the excursion. 10 one-way passenger trips were made by the van this day.

Daily and Weekly Trips (Use either method)	(1) Average number of people riding each day		Average number of trips each person makes in a day	Equals	Average daily ridership	Times five days equals	Average weekly one-way ridership
		x		=		X 5 =	
	(2) Average number of people riding each week		Average number of trips each person makes each week	Equals	Average weekly one-way ridership		
		x		=			
Annual Trips	Average weekly one-way ridership		Times 50 weeks	Equals	Average annual one-way ridership		
			x 50	=			
Annual Service Miles	Average number of miles vehicles will travel daily with passengers onboard		Five days weekly	Equals	Times 50 weeks per year	Equals	Annual service miles
		x	5	=	x 50	=	

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PART VI. APPENDIX

A. Annual Recipient Report and Vehicle Inspection Form

B. Glossary of Terms

C. Additional Insurance information

ARIZONA DEPARTMENT OF TRANSPORTATION

Multimodal Planning Division
Sections 5310 & 5311
206 South 17th Avenue, 340B
Phoenix, Arizona 85007

SAMPLE ANNUAL RECIPIENT REPORT

TO: SUSAN BROWN
ARIZONA FOUNDATION
440 W. GLENVIEW
SOMEWHERE, AZ 86000

RE: NOTICE OF IMPENDING VEHICLE INSPECTION
ARIZONA FOUNDATION
(COG/MPO)

SECTION 1: INSTRUCTIONS

1. Be advised you will be contacted soon to schedule your time and location for your vehicle inspection.
2. Please fill in ALL blanks on this form.
3. Mail this form back to ADOT at the above address.

SECTION 2: PLEASE REVIEW AND CORRECT THE FOLLOWING INFORMATION IF NECESSARY

Contact:	Susan Brown	David B. Caddell, GEST Program Manager
Provider:	ARIZONA FOUNDATION	Gila County dba Gila County GEST Program
Address:	440 W. Glenview	5515 S, Apache Ave., Suite 200
City:	Somewhere	Globe
Zip:	86000	85501
Phone:	(520) 123-0000	928-402-8664
Fax:	(520) 456-0000	928-425-9468
Email:	sbrown@thearizonafound.xyz	dcaddell@co.gila.az.us
Name of person completing this report		David B. Caddell

SECTION 3: GENERAL QUESTIONS ABOUT YOUR AGENCY

1. Enter the total number of vehicles that you are currently operating, regardless of funding source. Vehicles:_____

2. Since your last performance report, have you encountered any major transportation operations problems that have been difficult to resolve? A major transportation operations problem is a recurring problem that has lasted for more than one month. (Select all that apply)

   If "other", please specify:_____
   _____
   _____
   _____
   _____

   ☐ Drivers/Staffing
   ☐ Fuel Costs
   ☐ Travel Distances
   ☐ Funding
   ☐ Mechanical repair
   ☐ Training
   ☐ Routine Vehicle
   ☐ Maintenance
   ☐ Insurance
   ☐ Other ☐ None

SECTION 4: QUESTIONS ABOUT YOUR VEHICLES

1. What type of service is the vehicle operated in? (Select one)
   __ Demand Response
   __ Fixed Route
   __ Deviated Fixed route
   __ Other

   If "other", please specify: _____

2. Is the vehicle being used daily, as a backup, or is it out of service?
   __ In service daily
   __ Backup
   __ Out of service

3. Verify the vehicle base. At what address is the vehicle parked overnight?
   Address: _____

4. Enter the annual miles of service this vehicle drove during the last year. (Oct – Sep) Miles: _____

5. Enter the annual maintenance cost for this vehicle. (Oct – Sep) Cost: $_____

6. Enter the annual cost of operating this vehicle. (Oct – Sep)(5310 Only) Cost: $_____

7. Enter the annual number of passenger trips taken on this vehicle. (Oct – Sep -5310 Only) Trips: _____

8. Enter the number of revenue hours this vehicle operated per week. Hours: _____

9. Does your insurance certificate show ADOT as additional insured and loss payee? Yes/No

10. Does the vehicle have at least $300,000 in uninsured motorist coverage? Yes/No

11. If the vehicle has a capacity of 16 or more, does the vehicle have at least $5 million in liability coverage? Or, if the vehicle has a capacity of 15 or fewer, does it have at least $1,000,000 in liability coverage? Yes/No

12. Since your last inspection, has the vehicle had any major mechanical problems requiring repairs over $1,000? Yes/No

    If yes, identify the problem (select all that apply):
    __ Powertrain __ Electrical System
    __ Lift __ A/C
    __ Body/doors __ Tires/wheels
    __ Hydraulics __ Other

    If "other", please specify: _____

SAMPLE SECTION 5310/5311 VEHICLE INSPECTION

VEHICLE:	2004 ELDORADO	ARIZONA FOUNDATION (COG/MPO)
VIN:	0FDWE00S34HB11111	
ISSUED:	10/19/2004	
CAPACITY:	0-15 PASSENGERS	
VEHICLE BASE:	2520 NORTH HOWARD DR.. ANYWHERE AZ 87000	

ODOMETER MILES:_____ DATE:_____

	INSPECTOR INQUIRY	YES	NO	N/A	ADDITIONAL EXPLANATION or COMMENT (see YES/NO to left)
1.	*IS THE LIFT OPERATIONAL?*	☐	☐	☐	IF JUST "NO" WHAT IS REPORTED / OBSERVED REASON?
2.	IF ANSWER TO #1 IS "YES" DOES LIFT HAVE OPERATIONAL DEFICIENCIES?	☐	☐	☐	____HYDRAULIC, OTHER FLUID LEAK ____SLOW OR JERKY OPERATION ____TOO ABRUPT DROP ____BRAKE/TRANSMISSION INTERLOCK SYSTEM (Leave lift door ajar & have operator attempt drive).
3.	ARE ALL LIGHTS OPERATIONAL?*	☐	☐	☐	*(Observe while operator engages appropriate lights)
4.	IS MAINTENANCE LOG PRESENT & INDICATING OIL CHANGE INTERVALS?	☐	☐	☐	IF YES, WHAT OIL CHANGE INTERVALS? _____
5.	IS A "CERTIFIED" (DATE RATED) FIRE EXTINGUISHER ON BOARD AND SECURED PROPERLY?	☐	☐	☐	*NOTE: Fire extinguishers are only supplied by ADOT/manufacturer on lift-equipped vehicles*
6.	IS GRANTEE NOTING ANY OPERATIONAL PROBLEMS? *(other than lift: see #2 & #3 above)*	☐	☐	☐	*IF YES, WHAT PROBLEMS NOTED?*
7.	FIRST AID & EMERGENCY ROAD KITS PRESENT (i.e. flares, triangles)?	☐	☐	☐	
8.	TIRE RATING *(should be E for 1-ton, P or equivalent for 7 passenger minivans)*	☐	☐	☐	*IF NO (i.e., improper rating), WHAT?*
9.	TIRE CONDITION: ▪ More than 4/32^{nds}* tread measured on sample(s)? ▪ Sign of tire de-lamination or other structural problems?	☐	☐	☐	*(Advise operator if approaching or under 4/32^{nds})*
10.	MISSING/BROKEN SEAT BELTS/WHEELCHAIR & W/C PASSENGER RESTRAINTS?	☐	☐	☐	
11.	BODY/CHASSIS INTEGRITY ▪ EXTERIOR *(body damage, broken/missing glass, mirrors, lights)* ▪ MISC. UNDERCARRIAGE *(loose, leaking, broken lines, exhaust)*	☐	☐	☐	IF YES, OBSERVED: IF YES, OBSERVED:
12.	SUMMARY CONDITION: ▪ EXCELLENT → ▪ GOOD → ▪ FAIR → ▪ POOR →	☐ ___ ___ ___ ___	☐ ___ ___ ___ _	☐	IF "POOR" CONDITION, RECOMMEND: ▪ RETIRE *(by operator-agent)* ▪ OUT OF SERVICE UNTIL REPAIRED ▪ IMPOUND *(typically only vehicles with overt signs of neglect, abuse, accident, etc.)*

B. GLOSSARY OF TERMS

ADOT – Arizona Department of Transportation, the authorized agent for the state's JARC (and other transit programs) for rural and small urban areas under 200,000 population, as well as Section 5310 (below) which serves all urban and rural regions of the state.

Arizona Rides – a Governor Executive Order (2005-16) – signed July 2005 – and initiative designed to encourage state agencies to coordinate and collaborate on programs serving human service agency transportation needs; an outgrowth of the President's federal "United We Ride" Order and initiative. See United We Ride.

COG - Council of Government **–** a regional planning agency whose membership is composed of the incorporated cities, towns and counties within a prescribed area defined by the geographic boundaries of agreed-upon counties and which*, for the purposes of ADOT's grant programs*, represents predominately rural areas and communities under 50,000 population. See MPO.

Cutaway – a popular medium sized transit vehicle widely used in ADOT's programs, usually dual-rear-wheel in configuration and wheelchair-lift equipped. Some smaller variants do not require a Commercial Drivers License (CDL) to operate. See Lift Van.

Designated Recipient – Any local or state agency applying for and receiving formula and Surface Transportation Program (STP) flexible grant funds directly from—and authorized by—the federal government (e.g., FTA). ADOT is the designated recipient for Arizona for the following grant programs:

- Section 5304 – State Planning, primarily for rural portions of the state
- Section 5310 – See description below
- Section 5311 – See description below
- Section 5316 – JARC – for rural and small urban areas under 200,000 population.*
- Section 5317 – New Freedom – for rural and small urban areas under 200,000 population.*

*** For urbanized Maricopa and Pima Counties over 200,000 population, the City of Phoenix and Tucson respectively are the FTA designated recipients.**

FTA – Federal Transit Administration, the implementing agency of the US Department of Transportation for all federal transit programs.

Grantee – from the federal perspective for the above-named programs, a grantee is the State agency receiving grants. In these examples, the State is the federally designated recipient and the federal grantee. From the State's (ADOT's) perspective, a grantee is any agency receiving grant funds from the State or other source. See Recipient and Subrecipient.

ITS – Intelligent Transportation Systems – communications technology-driven equipment, hardware, software or other data formats or images designed to increase the quality, quality, or timeliness of information delivered or displayed to end user-customers or service providers on the status or other characteristics of a transportation system.

JARC – Job Access & Reverse Commute **–** See Section 5316

Lift Van – a small (less than 20 feet long) vehicle widely used in ADOT's programs, single rear-wheel (per side) configuration, equipped with wheelchair lift and raised roof, and not currently requiring a Commercial Drivers License (CDL) to operate. Also known as "maxi van with lift."

Mobility Management – a short-range planning function comprised of personnel and/or equipment (data or communications hardware, software, etc.) designed to increase inter-agency coordination, i.e., typically for more than one agency or group.

MPO – Metropolitan Planning Organization – a regional planning agency representing a predominately urban area, encompassing all or part of a county. Some MPOs are also COGs. However, *for the purposes of ADOT's grant programs*, "MPO" describes an agency whose region has a significant urban core/population center over 50,000 population and focus of activity although their regional boundaries may also encompass significant rural areas. See COG.

New Freedom – See Section 5317

Recipient – from the federal perspective, a recipient is the State (or other "designated recipient" for other programs), but generally, any agency receiving grant funds, whether from the State or directly from the federal government. See Subrecipient.

SAFETEA-LU – the federal authorizing legislation (by Congress) since 2005 of all surface transportation program funding including highway and transit, and which governs all FTA programs through at least September 2009, at which time new authorizing legislation is scheduled to take precedence.

Section 5307 – *Urbanized Area Formula* transportation program for communities >50,000 population. As communities grow past the 50,000 population threshold they move in status from the 5311 program into the "small urban area" portion of the *FTA 5307* Program, which is administered directly by the grantee and FTA, with only peripheral ADOT involvement. ADOT continues to mentor these transitional communities until they achieve "full" 5307 status. Section 5307 and 5310 are highly encouraged to coordinate services and resources wherever possible.

Section 5310 – *Elderly Individuals & Individuals With Disabilities Program* – a FTA formula grant program administered in Arizona by ADOT for all regions – which is designed to provide financial assistance (primarily vehicles) to agencies serving seniors and persons with disabilities.

Section 5311 – *Rural Public Transportation* (also known as Non-Urbanized Formula Program) – a FTA formula grant program administered in Arizona by ADOT, designed to provide communities under 50,000 population with operating and capital assistance with which to run local transit programs.

Section 5316 – Job *Access & Reverse Commute or Section 5316* – a FTA program newly "formulized" under SAFETEA-LU and administered in Arizona by ADOT to assist low income individuals with work related transportation.

Section 5317 – *New Freedom* – a FTA formula grant program administered in Arizona by ADOT – for rural and small urban areas under 200,000 population – designed to provide transportation services for persons with disabilities which "go beyond" ADA requirements many systems currently must follow (but also which there is often limited in funding for additional services "beyond…"). Like JARC (5316), New Freedom provides capital and operating funds.

Subrecipient – from the federal government's perspective, any recipient of grants or grant funding from the State (or other designated recipient) which originated with a federal agency (e.g., FTA). Generally, a subrecipient is a *local* recipient of a designated recipient of such a grant. See Recipient.

United We Ride – a Presidential Executive Order (2004) – signed February 2004 – and federal initiative designed to encourage federal agencies to coordinate and collaborate on programs serving human service agency transportation needs, with the aim to reduce waste between programs with common or similar transportation objectives, and increase service quality for the transportation-challenged populations they serve. See Arizona Rides.

C. ADDITIONAL INSURANCE INFORMATION

The following augments the basic insurance information found in **Section F. Administrative Requirements, Minimum Required Insurance Coverage** on Page 41 of the Handbook.

General Indemnification: The Recipient shall indemnify, defend, save and hold harmless The State of Arizona, its departments, agencies, boards, commissions, universities 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 the Recipient 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 the Recipient from and against any and all claims. It is agreed that the Recipient 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 Recipient agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Recipient or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Recipient 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 Recipient, 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 State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Recipient from liabilities that might arise out of the performance of the work under this

contract by the Recipient, its agents, representatives, employees or subcontractors, and the Recipient is free to purchase additional insurance.

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

Business Automobile Liability

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

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

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 insured's 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.*

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

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

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 Recipient, even if those limits of liability are in excess of those required by this Program.

The Recipient's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the Recipient shall not be limited to the liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the grant 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 ADOT-MPD Community/Grants Services, 206 South 17th Avenue 340B, Phoenix, Arizona 85007 and shall be sent by certified mail, return receipt requested.

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 Recipient from potential insurer insolvency.

VERIFICATION OF COVERAGE: The Recipient shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona). 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 must be in effect at or prior to commencement of work and remain in effect for the duration of the project.

All certificates required by this Contract shall be sent directly to ADOT-MPD Community/Grants Services, 206 South 17th Avenue 340B, Phoenix, Arizona 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 the grant agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

SUBCONTRACTORS: Recipients' certificate(s) shall include all subcontractors as insured's under its policies or Recipient shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from these insurance requirements 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.

EXCEPTIONS: In the event the Recipient 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 Recipient or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

ARF-485 **Regular Agenda Item Item #: 3- G**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	David Caddell, GEST Program Manager	Submitted By:	David Caddell, Community Services Division
Department:	Community Services Division	Division:	GEST Program
Fiscal Year:	2012	Budgeted?:	Yes
Contract Dates Begin & End:	2012 to 2016		
Grant?:	Yes		
Matching Requirement?:	Yes	Fund?:	New
Presenter's Name:			

Information

Request/Subject

Section 5316 Grant Program Application for truck & related costs with Arizona Department of Transportation

Background Information

The purpose of the Section 5316 Job Access and Reverse Commute (JARC) Program is to assist states and localities in developing new or expanded transportation services that connect welfare recipients and other low income persons to jobs and employment-related activities. Job Access projects are targeted to develop new or expanded transportation services such as shuttles, vanpools, new bus routes, connector services to mass transit, and guaranteed ride home programs for welfare recipients and low income persons who are unemployed or underemployed. These grants are designed to serve persons at or below 150% of the federally-defined poverty level. Reverse Commute projects are generally not constrained by end-user income level and provide transportation services to suburban employment centers from urban, rural and other suburban locations for all populations.

Evaluation

This grant will allow the Gila Employment and Special Training (GEST) Program to continue providing employment transportation needs to the individuals that GEST is authorized to provide services for through our current contract with Arizona Department of Economic Security, Division of Developmental Disabilities and Rehabilitation Services Administrations. It will enable acquisition of one 4x4 dual cab long bed pickup truck. The GEST match amount of 22%(approximately $8,360) allows GEST to utilize available funding sources to minimize the cost in purchasing a needed vehicle to provide the needed employment transportation in Gila County. The current GEST vehicle is a 1997 Ford extended cab pickup with over 200,000 miles. We have no backup vehicle in case the current vehicle is not available. GEST is requesting no funds from the Gila County General Funds; all matching funds will be drawn from the GEST Program reserve funds. This grant will also allow for 50% of salary and employment related expenses for the Program Manager and one community services worker (mobile crew). A 50% match is provided through fee for service contracts with Arizona Department of Economic Security, Division of Developmental Disabilites and Rehabilitation Services Administrations.

Conclusion

This grant will allow the GEST Prgram to continue and possibly expand services to meet the employment transportation needs of individuals with disabilities within Gila County. It is designated specifically for the GEST mobile crew Group Support Employment Services under our current contracts with the Arizona Department of Economic Securitiy, Division of Developmental Disabilities and Rehabilitation Services Administration.

Recommendation

The GEST Program Manager recommends Board approval to ratify the Chairman's signature on the ADOT Section 5316 Grant Program application forms. By having these documents signed by the Chairman prior to the April 19, 2011, Board meeting, it will allow the county (GEST Program) to apply by the state due date of April 15, 2011. Prior to the Chairman of the Board of Supervisors signing the documents, they were reviewed and approved by the Chief Deputy County Attorney.

Suggested Motion

Information/Discussion/Action to ratify the Chairman's signature on the Section 5316 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of $70,000, which includes a GEST match of $8,360, for the purchase of one 4-door 4X4 longbed pickup truck and operating expenses to continue providing the authorized employment transportation needs to the individuals in Gila County.
(Dave Caddell)

Attachments

Link: FY 2011 ADOT Section 5316 Application

PROJECT APPLICATION

The application consists of:

- Checklist
- Applicant Information
- Project Description
- Project Budget
- Certifications, Assurances, and support documentation.

PART 1: CHECKLIST

The following documents must be submitted as part of your application:

☑ Checklist

☑ Applicant Information

☑ Project Description

☑ Project Budget

☑ Federal Certifications and Assurances

- ☐ Assurance of Authority of Applicant and its Representatives
- ☑ General Assurances
- ☑ Certification for Civil Rights Complaint Status
- ☑ Certification of Drug-Free Workplace

☑ Support Documentation

- ☑ Service area map(s)
- ☑ Organizational Chart
- ☑ Vehicle Inventory List
- ☐ IRS 501 (c)(3) letter (Non-Profit agencies only)

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PART 2: APPLICATION INFORMATION

SPECIAL NOTE: The ADOT Section 5310 Handbook and Application document contains additional detail regarding program implementation which also applies to Section 5316. This includes information regarding lien-period vehicle maintenance, insurance, licensing, transfer and various reporting requirements. Applicants for Section 5316 funds are strongly encouraged to review the Section 5310 Handbook and Application document.

The applicant ☑ HAS ☐ HAS NOT reviewed the Section 5310 material.

GENERAL INFORMATION

Applicant Status

☐ Private/Non-Profit Organization
☐ Private for Profit Organization
☑ State/Local Government
☐ Operator of Public Transportation

Primary Service Area ☑ Rural ☐ Urban ☐ Both

1. Legal Name of Applicant Organization/Agency Gila County

Contact: David J. H. Fletcher
Title: Chairman, Gila County Board of Supervisors
Address: 5515 S. Apache Ave., Suite 200, Globe, Arizona 85
City: Globe State: AZ Zip Code: 85501
Phone: 928-425-3231 FAX:
E-mail: dcaddell@co.gila.az.us
Web Site: http://www.gilacountyaz.gov

2. Transportation Provider Agency Name (if different) Gila County dba Gila Employment and Special Trai

Contact: David B. Caddell
Title: GEST Program Manager
Alternate Contact: David J.H. Fletcher
Address:
City: Globe State: AZ Zip Code: 85501
Phone: 928-402-8664 FAX: 928-425-9468
E-mail: dfletcher@co.gila.az.us
Web Site: http://www.gilacountyaz.gov/communityservices/ge

3. Primary contact for Civil Rights Compliance

Contact: David J.H. Fletcher
Address: 601 Ash Street
City: Globe State: AZ Zip Code: 85501
Phone: 928-402-8801 FAX: 928-425-9468
E-mail: dfletcher@co.gila.az.us

4. Does your agency (or subcontractors) utilize unionized labor?

☑ No
☐ Yes (if yes, please provide the following information)

Union Name: _____
Contact: _____
Address: 5515 S. Apache Avenue, Suite 200
City: Globe State: ___ Zip Code: _____
Phone: _____ FAX: _____
E-mail: _____

5. If your agency has subcontractors or other transportation providers who will be assisting with your requested project please provide contact information for each of them:

Union Name: _____
Contact: _____
Address: 5515 S. Apache Ave, Ste 200
City: Globe State: ___ Zip Code: _____
Phone: _____ FAX: _____
E-mail: _____

PART 3: PROJECT DESCRIPTION

This part of the application is divided into several sections, each covering a different aspect of your organization, its management and your proposed project. Please provide thorough but concise answers to the questions.

A. ORGANIZATION

1. Is your organization a recipient under any of the following programs?

☐ Section 5307 ☑ Section 5310 ☐ Section 5311 ☐ Section 5317 ☐ N/A

2. List the amount of federal money received by your agency in the last three fiscal years.

2008 $ 240000 **2009 $** 240000 **2010 $** 230000

3. Provide a brief description of your agency's primary mission, including a mission statement if available.

Gila County is a local county government entity located in the central eastern portion of Arizona. It has been in existence since 1881. The Gila County Community Services Division mission statement is "Improving the quality of life for all residents, one life at a time." The mission of the GEST program is "Improving the Quality of Life for All Residents through Self Sufficiency." Service is provided within the boundaries and surrounding area of Gila County to all qualifying Gila County residents. Gila County GEST program has effectively provided transportation services to disabled consumers since 1975.

4. **Provide a summary of the structure of your organization.** Provide information on your Board, employees, and volunteers. Identify the employee job status and indicate full time or part time employment. Be sure to identify employees with grant-specific job duties (accountant, program manager etc.). *Attach an organizational chart at the end of Part V of this application.*

The Gila Employment and Special Training (GEST) program falls under the jurisdiction of the Gila County Board of Supervisors. The Gila County Board of Supervisors is a three member board elected by Gila County voters to represent all areas of Gila County. The GEST program is housed within the Community Services Division. Employees in the GEST program consist of a program manager and six Community Service Workers, all FTE. The six Community Service Workers, and occasionally the program manager, drive consumers to and from work, activities, shopping, etc. Driving consists of over 80% of their scheduled work day. Please refer to attached organizational charts.

5. **Describe your agency's experience and qualifications in terms of providing passenger transportation. Please include current service area(s), days, and hours of operation.**

Gila Employment and Special Training has provided service since 1975. This has included providing transportation for consumers who meet our program qualifications and receive services through AZDES/Division of Developmental Disabilities or RSA. We wish to expand service to include evening and weekend service for qualified consumers in our service area. We currently have a mobile crew who provides service to several local businesses providing external property cleanup and landscape maintenance.

Service is currently provided Monday through Friday, excluding legal holidays, 6:30 am to 5:00 pm. Our services area is all of Gila County, including the San Carlos Apache Tribe reservation.

6. Does your organization currently have adequate staffing and resources to carry out your proposed Section 5316 project? ☑ Yes ☐ No

If no, please explain.

The ADOT DBE plan was adopted by Gila County in 2007.

7. Describe your organization's resources in terms of equipment, office capability and location, communication system, and institutional capacity.

Gila County was established in 1881. Gila County, Community Services Division has offices located in Globe and Payson. The Division has access to additional office space on an emergency basis through the Sheriff's office in Young, Tonto Basin and Roosevelt. The offices are fully equipped with all office equipment and connectivity. Our offices have internet capability, IP phones and both landlines and satellite phones available in an emergency. Clerical support is available to the GEST program.

8. Describe your organization's ability to address federal requirements such as reporting requirements, record keeping, competitive purchasing, bookkeeping, documentation, and invoicing.

Gila County has been established since 1881. The GEST program started in 1975 with an establishment grant. GEST has applied and been awarded other grants that include federal funds. In 2004, GEST was awarded a federal grant for the disability specialist position. The grant was renewed up to 2010.

Gila County has successfully met the requirements for federal reporting, record keeping, competitive purchasing, bookkeeping, documentation, and invoicing. These activities are carried out through collaboration of the GEST Program Manager, Community Services Fiscal section, and Gila County Finance Department.

B. PROJECT DESCRIPTION

1. List your project type (check all that apply): ☑ Capital ☑ Operating ☐ Planning

2. List the Federal share amount requested for your project:
Capital $ 40000 Operating $ 50853 Total Federal Request $ 90853

3. Funding will be used for the following:
☐ New Service ☑ Continuation of Service ☑ Expansion of Existing Service

4. Provide a complete and detailed description of your project. Indicate changes to your existing transportation service (if any) and your anticipated project start date.

Gila Employment and Special Training has provided service since 1975. This has included providing employment transportation for consumers who meet our program qualifications and receive services through AZDES/Division of Developmental Disabilities or RSA. We wish to expand service to include evening and weekend service for qualified consumers in our service area, as well as provide appropriate transportation for our Mobile Crew who provides service to local businesses, such as landscaping, clean up and waste disposal. This project would start as soon as funding is available.

5. Describe how your project will provide or support transit service in low income areas, access to employment related activities and/or reverse commute services.

Most of the clientele that Gila Employment and Special Services provides service to would be located in a low income area (Southern Gila County). Transportation is provided specifically for employment and employment related activities. This application is for our mobile crew. The mobile crew currently consists of one GEST staff and three individuals with employment services authorized through the Department of Economic Security Division of Developmental Disabilities. The GEST program contracts with local business to provide property maintenance (clean, lawn care, etc.). The mobile crew works 5 days per week, three to four hours per day. During their work day, they provide this service for 2-4 different business locations within the Globe-Miami area.

We also provide employment related transportation services for individuals authorized by the Department of Economic Security Rehabilitation Services Administration and Division of Developmental Disabilities.

6. List the average daily, monthly and annual estimated number of jobs that will be accessed and the number of rides (one-way trips) provided as a result of your JARC project. If possible, break down your estimated ridership by trip purpose. If expansion of service, indicate both current and anticipated average one-way passenger trips.

Daily: Jobs Accessed	30		One-Way Trips Provided	12
Monthly: Jobs Accessed	645		One-Way Trips Provided	258
Annual: Jobs Accessed	7740		One-Way Trips Provided	3096
Expansion: Current One-Way Trips	3096		Anticipated One-Way Trips	3500

7. Describe the operational characteristics of the proposed service (fares, days and hours of operation, types of service).

For eligible applicants, the service would be provided on demand by prior scheduling through telephone call. This service would be available seven days per week. No fares would be assessed to the consumer.

8. Describe the target population(s) to be served, how consumers have been or will be involved in the planning/design of the service(s), how the service(s) will be marketed to the target population, and how will the target population will access the service(s)?

This service would be available to individuals with disabilities, for example, consumers who are enrolled in the Arizona Division of Developmental Disabilities, or RSA. Service provision has been designed based upon verbal input by consumers, guardians and case managers regarding service gaps in our area. This endeavor is to bridge the gap in services that currently exists, while maintaining current levels of service. Service will be marketed to potentially eligible applicants through information provided to consumers, guardians and case managers directly. The target population will access the service by telephone to schedule the service provision.

C. NEED FOR SERVICE

(If you don't currently provide transportation service, only answer question 6.

1. How many current annual passenger trips are provided by your agency?

15000+

2. Describe how many days current service is operated, noting seasonal differences.

Operating Days per Week 5 Operating Days per Month 20+

Describe Seasonal Differences in Service

None

3. List the vehicle service hours and miles your agency provides.

Daily Service Hours 6:30a-5p Daily Service Miles 250

Weekly Service Hours 52.5 Annual Service Miles 64500

4. Do you operate your current vehicles on: Check all that apply.

☑ Weekdays ☐ Weeknights after 6pm ☐ Weekends

5. Can all requests for service be accommodated with the existing services?

☐ Yes, all requests are accommodated.

☑ No, all requests are not accommodated. Explain.

Services are not currently available weekends and evenings.

6. Please describe why the transit service provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the work related transportation needs proposed to be served through this application.

San Carlos Apache Transit is only available for registered tribal members. No other existing public or private transit operators are available for weekend or evening transit in our service area. No transit providers are available to transport from work site to work site as the mobile crew necessitates.

7. Please list the number and type of vehicles in your current fleet.

We have seven vehicles: two minivans without lifts, two twelve passenger vans without lifts, two maxivans with lifts, and one extended cab pickup truck.

8. Please explain your agency's ability to provide equivalent levels and quality of service to all clients including individuals with disabilities as required by the Americans with Disabilities Act (ADA).

All staff members have been trained on ADA compliance. During yearly training, all staff is required to learn how to use vehicle's equipment in securing passengers, disability awareness and how to treat clients with respect and dignity.

D. VEHICLE USE

(Fill out only if requesting a vehicle)

1. List the vehicle(s) type(s) being requested:

(1) 4x4 quad cab long bed pickup truck

2. How will the requested vehicle(s) be used? *(Provide complete VIN for each vehicle)*

Replace Existing:

1st Vehicle being replaced is a 1997 *(year)* with 200260 *(miles)* miles.
Vehicle Description: Make/Model: Ford F-150 extended cab pickup
VIN: 1FTDX1765VKB98941

2nd Vehicle being replaced is a _____ *(year)* with _____ *(miles)* miles.
Vehicle Description: Make/Model: _____
VIN: _____

Service Expansion:

Does the vehicle(s) requested have a wheelchair lift? ☐ Yes ☑ No

If not, please describe why:

Our organization has other vehicles available that have chair lift capability. We are in need of ample space for our mobile crew to ride safely and to carry necessary tools and equipment.

3. If applying for a non-wheelchair vehicle, do you have a wheelchair vehicle(s) in good working condition in the fleet or under contract which assures equivalent service?

☑ Yes. If under contract- please explain:

We have a maxivan through the 5310 program and are applying for a cutaway to enable transfer of the maxivan to the Payson area.

☐ No. If not, please explain:

4. Describe the service to be provided with the vehicle(s) requested in this application. Include service area, schedule, including hours per day and how many days per week the service will operate.

This vehicle will be used to transport a mobile crew to and from work and between various work sites in Southern Gila County. This service is currently operable 5 days per week, up to 4 hours per day, Monday through Friday. Our hope is to expand availability to evenings and weekends.

5. Describe your agency's ability to fund the operation and maintenance for the requested vehicle for at least four years or 100,000 miles.

Gila County Fleet Management assumes responsibility for operation and maintenance of all vehicles within the Gila County fleet. This vehicle would be included in the fleet.

6. What is the number of passenger trips expected on the vehicle requested?

Daily 10 Weekly 50

E. COORDINATION

1. Has your agency participated in a Regional Transportation Coordination Plan planning process?

☑ Yes ☐ No If no, please describe why not:

2. Please describe how your project is consistent with the coordination strategies identified in your Regional Transportation Coordination Plan.

We provide employment transportation for individuals who have employment services through ADES/RSA and ADES/DDD. We are currently participating in the Gila Rides Transportation Coordinating Committee. The committee is developing a coordination plan to provide transportation to meet the needs of the individuals in the San Carlos Apache Tribe, City of Globe, Town of Miami, and the unincorporated areas between them. One of the plans is to develop a volunteer drivers program which will allow any participating agency to utilize a volunteer driver which will keep operating costs at a minimal, and will increase the availability of transportation. The GEST program will contribute to this effort by providing transportation to individuals enrolled in our program to meet area needs.

3. Please describe any coordination activities your agency has recently initiated or experienced, list the names of the other agencies involved and include the impact achieved. Include at the back of this application, copies of any written or details of any oral agreements to collaborate on service or other resource sharing.

Through the Pinal-Gila Council for Senior Citizens, discussion about starting a Gila Rides program in the local area has been initiated. We have participated in those discussions. Potential written intergovernmental agreements could arise.

F. CIVIL RIGHTS

Civil Rights / Title VI and EEO

1. **Have there been any civil rights complaints, lawsuits, allegations or legal actions filed against your agency in the last two years?**
   ☐ Yes If Yes, explain the nature of the complaint(s) ☑ No:

   15

2. **Does your agency have an EEO policy and does that policy include language that prohibits discrimination on the basis of race, national origin, color, sex, age, and disability in the workplace?** ☑ Yes ☐ No

3. **Are the services provided by your agency accessible to your clients, regardless of race, color, national origin, sex, age or disability?** ☐Yes ☐No

4. **Do you have a related written policy?** ☑Yes ☐No
   If yes, describe the process you use that ensures nondiscrimination in terms of the services you provide.

   Service is provided to all consumers regardless of race, color, national origin, sex, age or disability. All of our consumers are eligible for services through AZDES/ Division of Developmental Disabilities or Rehabilitation Services Administration

CIVIL RIGHTS / LIMITED ENGLISH PROFICIENCY (LEP)

5. **Are you aware of your obligation to comply with Limited English Proficiency (LEP) requirements?** ☑ Yes ☐ No

6. **How do you ensure that persons with LEP needs can access your services?**
We employ staff that speak Spanish, and would obtain access to a translator if the need arose.

7. **Does your organization have a Limited English Proficiency (LEP) plan?** ☐ Yes ☐ No

CIVIL RIGHTS / DISADVANTAGED BUSINESS ENTERPRISE (DBE)

8. **During the past 4 years has your agency received vehicles from ADOT?** ☐Yes ☐ No

9. **During the past 4 years has your agency received Mobility Management, Operating and/or Capital funding awards from ADOT?** ☐ Yes ☑ No

10. **Has your agency developed an approved DBE program?** ☐ Yes ☑ No
If no, please explain.

11. Has your agency adopted the ADOT DBE program? ☐ Yes ☐ No

12. What good faith efforts has your agency made to purchase from DBE vendors?

The ADOT DBE plan was adopted by Gila County in 2007. Gila County accepts any and all bids for service and goods. There are no exclusions. This is covered under Gila County procurement policy.

Civil Rights / ADA

The Americans with Disabilities Act of 1990 (ADA) requires that persons with disabilities receive the same level service from a transportation system as non-disabled persons. Services that are "separate but equal" are not acceptable (i.e., all individuals using wheel chairs on one bus and everyone else on another bus).

All Section 5316 recipients must keep federally funded equipment and facilities in good operating condition. Recipients must have policies and procedures to maintain vehicles effectively. Recipients must maintain, in operative condition, those features of facilities, vehicles, and other capital equipment that are required to make them accessible. ADA accessibility features must be repaired promptly if they are damaged or out of order. Recipients must establish a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative.

13. Does your agency have in place written policies, procedures regarding the following requirements of the ADA?

☐ Yes	☑ No	Lift vehicle availability?
☐ Yes	☑ No	Maintenance of accessible features on vehicle?
☐ Yes	☑ No	Adequate time for vehicle boarding and disembarking?
☐ Yes	☑ No	Use of portable oxygen/respirator equipment allowed?
☐ Yes	☑ No	Service animals allowed?
☐ Yes	☑ No	Training (wheelchair securement, sensitivity to passengers etc)?

14. FTA requires that if you have any non-lift equipped vehicles in your inventory, you must be able to provide "equivalent service" through some other means, such as sufficient other accessible vehicles, a written agreement with another provider in your service area to provide a lift-equipped vehicle when needed.
Do you have at least one working, wheelchair accessible vehicle, meeting ADA standards, with available and qualified driver(s), for each of your primary services areas? *A YES statement, below, also indicates that your system has a "back up" plan should it's accessible vehicle(s) be rendered out-of-service for more than a few days.*

☑ *Yes* ☑ *No If no, please explain.*

We currently receive many requests for service during evenings and weekends that are not met. The local transportation agency is not able to handle the demand that is requested.

15. Is information on your service provided in accessible formats, if requested?
Explain how: 1) a hearing impaired person, and 2) a visually impaired person would request a ride on your service.

Yes. A person with hearing or visual impairment would be able to access our services by telephone to arrange the transportation. Resource organizations in our community will be provided information regarding our program.

16. Has your agency ever turned down a request for transportation from a person with a disability?

☐ Yes If Yes, please explain. ☑ No

Currently, we have a primary and backup wheelchair vehicle in the Globe-Miami area. We are requesting an additional cutaway van to allow us to transfer the 2008 Ford Maxivan to provide services in the Payson area. This will allow, in case of a county wide emergency, that the people with special needs have resources to be transported to shelters or other designated areas.

Is your turndown rate higher for people with disabilities than for the non-disabled? ☐ Yes If yes, please explain. ☑ No

17. Are inspections of ADA equipment, including lifts, ramps, securement devices, signage, and communication systems part of your agency's pre-trip and post trip inspection checklists?

☑ Yes ☐ No If no, please explain.

18. If ADA deficiencies are found during your agency's pre-trip and post-trip inspections, what is done? How do you maintain equivalent service for persons with disabilities?

If any deficiencies are found, the vehicle is taken to the Gila County Fleet Management shop for immediate repair. An older reserve vehicle is then utilized until the repair is complete.

PART 4: PROJECT BUDGET & SUSTAINABILITY

In this section you will be asked to provide the budget information for the capital and operating costs associated with your project. Mobility Management projects, including related staffing and support items, should be noted under "Capital." Other planning functions should be noted under "Operations."

1. Can this project be scaled to a more limited scope with less funding?

☐ Yes ☑ No If yes, how might your project be limited?

BUDGET SUMMARY

A. Capital (80/20)	
Federal Request Amount	$40,000
Local Match	$8,000
B. Operating (50/50)	
Federal Request Amount	$50,853
Local Match	$50,853
TOTAL FEDERAL REQUEST	$90,853
TOTAL LOCAL MATCH	$58,853

CAPITAL BUDGET DETAIL

List capital expenses for all requested items. Mobility management projects are considered a capital expense and should be included in this request.

Capital Equipment:

Requested Item	*Quantity*	*Unit Cost*	*Subtotal*
4x4 quad cab long bed pickup truck	1	$40,000	$ 40,000
			$ 0
			$ 0
		Equipment Total	$ 40,000
Mobility Management: *(Including personnel and related costs)*			
			$
			$
		Mobility Management Total	$ 0

TOTAL CAPITAL COST:	$ 40000

FTA 5316 Match Ratio 80/20

Federal Share (not to exceed 80% of total)	1	$32,000	$32,000
Local Share	1	$8,000	$8,000
		TOTAL COST	$ 40,000

MATCH FUNDING SOURCE: List each source and amount
Federal $ may be used as a match source with the exception of DOT funds.

	Name of Source	**Type of funding**	**Amount**
1	Gila Employment and Special Training	Reserve Funds	$ 250,000
2	AZDES/RSA and DDD	IGA	$ 330,000
3			$
			$ 580,000

OPERATING BUDGET DETAIL

List operating expense details. All expenses must directly relate to grant activities for eligibility.

OPERATING EXPENSES

Personnel/ Voucher Program Operating Expenses:

Salaries 2 FTE (Community Service Worker and Program Manager)	$ 61,672
Fringe Benefits 2 FTE ERE	$ 25,033
Voucher Program Expenses	$ 0

Other Operating Expenses:

Fuel and Oil	$ 10,000
Tires, Parts, Maintenance	$ 5,000
Vehicle Licenses, Insurance	$ 0
Other Operating Expenses *(Specify Below)*	$ 0

OPERATING EXPENSES SUBTOTAL: $ 101,705

OPERATING REVENUES

Fare Revenues	$ 0
Other Operating Revenues *(Including Advertising)*	$ 0

OPERATING REVENUES SUBTOTAL: $ 0

NET OPERATING COSTS *(Subtract operating revenue subtotal from operating expense subtotal)*	$ 101,705

FTA 5316 Match Ratio 50/50

Federal Share (not to exceed 50% of total)	$ 50,853
Local Share ADES/RSA and DDD	$ 50,853

TOTAL OPERATING COST: **$** 101,705

MATCH FUNDING SOURCE: *(List each source and amount*

Note: Federal $ may be used as a match source with the exception of DOT funds.

Name of Source	Type of funding	Amount
1 Gila Employment and Special Training	Reserve Funds	$ 250,000
2 AZDES/ RSA and DDD	IGA	$ 330,000
3		$

LOCAL SHARE TOTAL: **$** 580,000

PART 5: FEDERAL CERTIFICATIONS & ASSURANCES & OTHER FORMS

The following forms must be included with the application for Section 5316 (Job Access and Reverse Commute Program) funding. If any of the following forms are not submitted with your application. The application will be considered "incomplete" and will not be a part of the application review panel.

- ☒ Affirmation of the Applicant and Applicant's Attorney
- ☒ General Assurances
- ☐ Drug-Free Workplace Act Certification
- ☐ Certificate of Compliance with Manufacturer's Maintenance Schedule
- ☒ Coordination Certification

FEDERAL FISCAL YEAR 2011 FTA
CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA assistance and all active FTA Recipients)

AFFIRMATION OF APPLICANT

Name of Applicant: Gila County dba Gila Employment and Special Training

Name and Relationship of Authorized Representative: Michael A. Pastor, Chairman, Gila County Board o

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2011.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later seek FTA assistance during Federal Fiscal Year 2011.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date: _____

Name Michael A. Pastor, Chairman, Gila County Board of Supervisors
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Gila County dba Gila Employment and Special Training

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.
I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____ Date: _____

Name Bryan B. Chambers, Chief Deputy County Attorney
(Attorney for Applicant)

Each Applicant for FTA financial assistance and each FTA Recipient with active project(s) must provide an Affirmation of Applicant's Attorney form pertaining to the Applicant's legal capacity.

GENERAL ASSURANCES

We the governing body of Gila County dba Gila Employment and Special Training in approving the submission of the attached application, certify that the APPLICANT has the legal authority and is willing to make as part of the contract between the Arizona Department of Transportation and the APPLICANT for Federal Transit Administration Section 5316 financial assistance, the following assurances:

A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:

(1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;

(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
(4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq*. or 42 U.S.C. 1395 *et seq*.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
(5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
(6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the JARC Formula Grant Program, 49 U.S.C. 5316, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
(7). In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
(8). In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and
(9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an area wide solicitation for applications, and make

awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;

C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;

D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will has been or will have been coordinated with private nonprofit providers of services; and

E In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

Signature_____

Date_____

Title of Authorized Official Chairman, Gila County BOS

CERTIFICATION FOR CIVIL RIGHTS COMPLAINT STATUS

(Please check one)

X_____ I hereby certify that our organization does **NOT** have any pending Title VI (Civil Rights) complaints of discrimination filed against its transit program.

_____ I hereby certify that our organization **DOES** have _____ *(number)* pending Title VI Civil Rights complaints of discrimination filed against its transit program. This complaint(s), and its status, is briefly described below. The agency agrees it will keep the Arizona Department of Transportation's Transit Unit informed of any changes in the status of that complaint(s).

To comply with the Civil Rights Act of 1964, Title VI, the Americans with Disabilities Act of 1990, Title II, and the Vocational Rehabilitation Act of 1973, Section 504, we do not discriminate on the basis of disability, race, color, national origin, age, or gender.

Chairman, Gila County Board

Signature Title

Michael A. Pastor

Printed Name

Date

Gila County dba Gila Employment and Special Training

Agency Name

Drug-Free Workplace Act Certification for a Public or Private Entity

Gila County dba Gila Employment and Special Training certifies that it will provide a drug-free workplace by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The applicant's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (4) The penalties that may be imposed upon employees for drug abuse violations in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later that five calendar days after such conviction;

e) Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee as working, unless the Federal agency has designated a cartel point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who was convicted:
   (1) Taking appropriate personnel action against such a employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

g) The Applicant's headquarters is located at the following address. The addresses of all workplaces maintained by the Applicant are provided on an accompanying list.

Drug-free Workplace, cont'd

Name of Applicant: Gila County dba Gila Employment and Special Training

Address: 5515 S. Apache Avenue, Ste. 200, Globe, Arizona 85501

Signature of Authorized Official: _____

Title: Chairman, Gila County Board of Supervisors Date: _____

CERTIFICATE OF COMPLIANCE WITH MANUFACTURER'S MAINTENANCE SCHEDULE

THIS IS TO CERTIFY THAT Gila County dba Gila Employment and Special Training
(Agency Name)

An applicant for a grant under provisions of the Job Access and Reverse Commute Program (49 U.S.C. § 5316 of the Federal Transit Act), agrees to abide by the vehicle manufacturer's schedule of maintenance, as a minimum, during the period this vehicle is operated in conjunction with the Arizona Department of Transportation, or its successor agency.

Gila County dba Gila Employment and Special Trainin

(Date) (Agency)

NAME: _____

(Signature of Authorized Official)

COORDINATION CERTIFICATION

Gila County dba Gila Employment and Special Training

(Agency Name)

Hereby certifies that the project described in the enclosed application for funding assistance from the ADOT/FTA Section 5316 Job Access and Reverse Commute Program, was derived from a *locally (i.e., regionally) developed, coordinated public transit-human services transportation planning process*, that the applicant-agency has participated in this process, and that – to its knowledge at the time of this certification – its intent to seek grant funding assistance for this project, or a project sufficiently similar to the applied-for project (as determined by the applicant's COG or MPO office), has been – or will be – included in the recommended Program-of-Projects of its region's coordinated human services transportation plan. Further, the applicant has had ample opportunity to participate in, and contribute to, this plan, and certifies that it will engage in local and regional coordination activities to the best of its ability, including but not limited to applicable activities discussed in the above-mentioned plan.

Michael A. Pastor

Name of Authorized Official (Applicant)

Signature of Authorized Official (Applicant) Date

REVIEWER USE ONLY:

Name of Authorized Official (COG/MPO)

Signature of Authorized Official (COG/MPO) Date

Note: this is an ADOT form supportive of federal initiatives, guidance and regulation in the area of coordination and is developed from, among other references, specific requirements of the Section 5316 program.

For MAG Region Applicants Only

(Submit to MAG On or Before Application to ADOT)

2011 Commitment to Strategies for
FTA Section 5310, 5316 and 5317 applicants

SAFETEA-LU requires any agency applying for Section 5310 funds (Elderly Individuals and Individuals with Disabilities); Section 5316 funds (Job Access and Reverse Commute); and/or Section 5317 funds (New Freedom) funds; to respond to a locally derived human services transportation coordination plan. Agencies will demonstrate compliance with the 2009 MAG Human Services Coordination Transportation Plan Update as evidenced by the following:

- Attendance at designated human services transportation meetings to assist in the development and implementation of regional coordination planning.
- Compliance with information and data requests to aid in the collaborative efforts of the planning process.
- Demonstrated support and achievement of goals in the plan as appropriate and identified in the plan.

Agency data gathering and feedback is a valued part of the regional human services transportation coordination effort. Strategies identified in the coordination process are the collaborative effort of all participating agencies. A successful and relevant plan will assist the agencies in their mission to serve elderly persons, and persons with disabilities and low income.

I do hereby agree, on behalf of my organization, that we will actively support strategies developed in the plan in compliance with SAFETEA-LU regulations. Our participation will continue throughout the term of the grant.

Printed Name Title

Signature Organization

Date

PART 6: SUPPORT DOCUMENTATION

In the section below please provide any support documentation for your project

- Service Area Map(s)
- Organizational Chart
- Vehicle Inventory List
- IRS 501(c)(3) letter (Non-profit agencies only)

This page left intentionally blank.

TOTAL FLEET VEHICLE INVENTORY

Instructions

Use the vehicle condition and classification code table (below) to complete the information on the total vehicle fleet inventory table *on the next page.* Please provide individual vehicle information on all vehicles used to carry passengers in your fleet.

VEHICLE CLASSIFICATION AND VEHICLE CONDITION CODE TABLES

(Use the following codes for completing the table on the next page.)

VEHICLE CLASSIFICATION TYPE	CODE
HEAVY DUTY 40 + FOOT BUSES	1
HEAVY DUTY UNDER 40 BUT GREAT THAN 30 FOOT BUSES	2
MEDIUM DUTY 20-30 FOOT BUSES OR MINI-BUSES	3
LIGHT DUTY 20-30 FOOT VANS (Larger Cutaways, and Maxi-Vans, etc.)	4
LIGHT DUTY 15-25 FOOT VANS (Small Cutaways, Mini-Vans , Small Maxi-Vans (including lift vans) & "Suburbans"/large 4x4 wagons)	5
SUPPORT VEHICLES (Sedans, Station Wagons, Pickups, etc.,)	6
NOTE: Vehicle footage is measured from bumper to bumper)	

VEHICLE CONDITION DEFINITIONS	CODE
EXCELLENT: Brand new or less than one year old, no major problems exist, or only routine preventative maintenance is required.	5
GOOD: Elements are in good working order, requiring only nominal or infrequent minor repairs.	4
ADEQUATE: Requires frequent minor repairs or infrequent major repairs. Elements are in adequate working order and the asset's usage can continue.	3
POOR: Requires frequent major repairs, elements are in poor working order, or asset is technologically dated and requires major retrofit. Future usage requires significant investment, which may or may not be cost-effective.	2
FAILURE: In sufficiently poor condition that continued use is impossible or non-cost-effective.	1

TOTAL FLEET – VEHICLE INVENTORY AND CONDITION – list only vehicles in the service area for which this application is made. (Includes all vehicles used for passenger service – ADOT / FTA and NON – ADOT / FTA funded vehicles). **Verify all VIN(s) are accurate and indicate on the last column to the right if the vehicle(s) is being replaced in this application.**

PROVIDER NAME: Gila County dba Gila County GEST Program

Vehicle ID Number & Vehicle Class Code		Original Cost	Year	Make	Seating Capacity	Current Odometer Reading	Lift Equipped? How many tie downs?	Originally Section 5316 Funded?	Current ADOT Lien? (Check One)	Vehicle Condition Code	Anticipated replacement year	Is replacement requested in this application?
Complete VIN Number (17 digits)	CO DE						YES, # of tiedowns or NO	YES or NO	YES or NO			YES or NO
EXAMPLE G2WB18F13LC934863	5	29,115	01	DODGE	15	80,000	Yes, 1	YES	NO	2	2006	YES
2B6LB31Z0XK524252	5	31,703	99	DODGE	10	137,368	YES, 2	YES	NO	2	2012	YES
2B4GH2531SR273749	5	15,700	95	DODGE	7	110238	NO	NO	NO	3	2012	YES
1FBNE31L86DA46988	5	19,121	06	FORD	12	42135	NO	YES	YES	4	2014	NO
1FBNE31L76DB20577	5	19,121	06	FORD	12	43994	NO	YES	YES	4	2014	NO
1FTDX1765VKB98941	6	19,868	97	FORD	6	200260	NO	NO	NO	2	2012	NO
1FT2534L78DB38468	4	50897	08	FORD	9	41887	YES, 2	YES	YES	4	2016	NO
1GNDV23WX8D201754	5	23775	08	CHEVY	7	12690	NO	YES	YES	4	2016	NO

Vehicle ID Number & Vehicle Class Code		Original Cost	Year	Make	Seating Capacity	Current Odometer Reading	Lift Equipped? How many tie downs?	Originally Section 5316 Funded?	Current ADOT Lien? (Check One)	Vehicle Condition Code	Anticipated replacement year	Is replacement requested in this application?
Complete VIN Number (17 digits)	CO DE						YES, # of tiedowns or NO	YES or NO	YES or NO			YES or NO
EXAMPLE G2WB18F13LC934863	5	29,115	01	DODGE	15	80,000	Yes, 1	YES	NO	2	2006	YES

Vehicle ID Number & Vehicle Class Code		Original Cost	Year	Make	Seating Capacity	Current Odometer Reading	Lift Equipped? How many tie downs?	Originally Section 5316 Funded?	Current ADOT Lien? (Check One)	Vehicle Condition Code	Anticipated replacement year	Is replacement requested in this application?
Complete VIN Number (17 digits)	CO DE						YES, # of tiedowns or NO	YES or NO	YES or NO			YES or NO
EXAMPLE G2WB18F13LC934863	5	29,115	01	DODGE	15	80,000	Yes, 1	YES	NO	2	2006	YES

Vehicle ID Number & Vehicle Class Code		Original Cost	Year	Make	Seating Capacity	Current Odometer Reading	Lift Equipped? How many tie downs?	Originally Section 5316 Funded?	Current ADOT Lien? (Check One)	Vehicle Condition Code	Anticipated replacement year	Is replacement requested in this application?
Complete VIN Number (17 digits)	CO DE						YES, # of tiedowns or NO	YES or NO	YES or NO			YES or NO
EXAMPLE G2WB18F13LC934863	5	29,115	01	DODGE	15	80,000	Yes, 1	YES	NO	2	2006	YES

APPENDIX

- Glossary of Terms
- Federal Program References

GLOSSARY OF TERMS

ADOT – Arizona Department of Transportation, the authorized Grantee for the State's JARC and New Freedom Programs for rural and small urban areas under 200,000 population, as well as the Section 5310 Program which serves all urban and rural regions of the state.

Arizona Rides – A Governor Executive Order (2005-16) – signed July 2005 – and initiative designed to encourage state agencies to coordinate and collaborate on programs serving human service agency transportation needs; an outgrowth of the President's federal "United We Ride" Order and initiative. See United We Ride.

Council of Government (COG) – A regional planning agency whose membership is composed of the incorporated cities, towns and counties within a prescribed area defined by the geographic boundaries of agreed-upon counties and which*, for the purposes of ADOT's grant programs*, represents predominately rural areas and communities under 50,000 population. See MPO.

Cutaway – A popular medium sized transit vehicle widely used in ADOT's programs, usually dual-rear-wheel in configuration and wheelchair-lift equipped. Some smaller variants do not require a Commercial Drivers License (CDL) to operate. See Lift Van.

Designated Recipient – Any local or state agency applying for and receiving formula and Surface Transportation Program (STP) flexible grant funds directly from—and authorized by—the federal government (e.g., FTA).

ADOT is the Designated Recipient for Arizona for the following grant programs:

- Section 5304 – State Planning, primarily for rural portions of the state.
- Section 5310 – See description below.
- Section 5311 – See description below.
- Section 5316 – JARC – for rural and small urban areas under 200,000 population.*
- Section 5317 – New Freedom – for rural and small urban areas under 200,000 population.*

** For urbanized Maricopa and Pima Counties over 200,000 population, the City of Phoenix and Tucson respectively are the FTA designated recipients.*

FTA – The Federal Transit Administration, the implementing agency of the US Department of Transportation for all federal transit programs.

Grantee – A Grantee is the State agency receiving grants. The State is the federally designated Grantee.

ITS – Intelligent Transportation Systems – communications technology-driven equipment, hardware, software or other data formats or images designed to increase the quality, quality, or timeliness of information delivered or displayed to end user-customers or service providers on the status or other characteristics of a transportation system.

JARC – Job Access & Reverse Commute Program. See Section 5316.

Lift Van – **A** small (less than 20 feet long) vehicle widely used in ADOT's programs, single rear-wheel (per side) configuration, equipped with wheelchair lift and raised roof, and not currently requiring a Commercial Drivers License (CDL) to operate. Also known as Maxivan With Lift.

Mobility Management – A short-range planning function comprised of personnel and/or equipment (data or communications hardware, software, etc.) designed to increase inter-agency, regional and statewide coordination.

Metropolitan Planning Organization (MPO) – A regional planning agency representing a predominately urban area, encompassing all or part of a county. Some MPOs are also COGs. However, for the purposes of ADOT's grant programs, MPO describes an agency whose region has a significant urban core/population center over 50,000 population and focus of activity although their regional boundaries may also encompass significant rural areas. See COG.

New Freedom – New Freedom Program. See Section 5317.

Recipient – A recipient is the agency receiving grant awards, whether from the State or directly from the federal government.

SAFETEA-LU – The federal authorizing legislation (by Congress) since 2005 of all surface transportation program funding including highway and transit, and which governs all FTA programs through at least September 2009, at which time new authorizing legislation is scheduled to take precedence.

Section 5307 – *Urbanized Area Formula* transportation program for communities >50,000 population. As communities grow past the 50,000 population threshold they move in status from the 5311 program into the "small urban area" portion of the *FTA 5307* Program, which is administered directly by the Grantee and FTA, with only peripheral ADOT involvement. ADOT continues to mentor these transitional communities until they achieve "full" 5307 status. Section 5307 and 5310 are highly encouraged to coordinate services and resources wherever possible.

Section 5310 – Elderly Individuals & Individuals With Disabilities Program is a FTA formula grant program administered in Arizona by ADOT for all regions that is designed to provide financial assistance (primarily ADOT procured vehicles and Mobility Management awards) to agencies serving seniors and persons with disabilities of all ages.

Section 5311 – Rural Public Transportation (also known as Non-Urbanized Formula Program) is a FTA formula grant program administered in Arizona by ADOT, designed to provide communities under 50,000 population with operating and capital assistance with which to run local transit programs.

Section 5316 – Also known as **Job Access & Reverse Commute** is a FTA program under SAFETEA-LU and administered in Arizona by ADOT to assist low income individuals with work related transportation. This program consists of Mobility Management awards, Capital and Operating funds.

Section 5317 – Also known as **New Freedom** is a FTA formula grant program administered in Arizona by ADOT for rural and small urban areas under 200,000 population and is designed to provide transportation services for persons with disabilities which "go above and beyond" ADA requirements many systems currently must follow (but also which there is often limited in funding for additional services for). This program consists of Mobility Management awards, Capital and Operating funds.

Subrecipient – A subrecipient is a *local* recipient (or contractor) of a designated recipient who is receiving grant wards from the State or directly from the federal government.

United We Ride – A Presidential Executive Order (2004) signed in February of 2004 and federal initiative designed to encourage federal agencies to coordinate and collaborate on programs serving human service agency transportation needs, with the aim to reduce waste between programs with common or similar transportation objectives, and increase service quality for the transportation-challenged populations they serve. See Arizona Rides.

FEDERAL PROGRAM REFERENCES

1. Federal Transit Laws, Title 49, United States Code, Chapter 53.
2. Federal-aid highway and surface transportation laws, Title 23, United States Code.
3. Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA–LU) (Pub. L. 109–59, 119 Stat. 1144, Aug. 10, 2005).
4. Transportation Equity Act for the 21st Century (TEA–21) (Pub. L. 105–178, 112 Stat. 107, June 9, 1998).
5. Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) (Pub. L. 102–240, 105 Stat. 1914, Dec. 18, 1991).
6. Federal Public Transportation Act of 1978 (Pub. L. 95–599, Nov. 6, 1978).
7. Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq.
8. Government Performance Results Act of 1993, as amended (Pub. L. 103-62, 107 Stat. 285, Aug. 3, 1993).
9. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794.
10. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d.
11. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e.
12. Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
13. Section 404 of the Clean Water Act, as amended, 33 U.S.C. 1344.
14. Policy on Lands, Wildlife, and Waterfowl Refuges, and Historic Sites, 49 U.S.C. 303.
15. Section 106 of the National Historic Preservation Act, 16 U.S.C. 470f.
16. Internal Revenue Code, Non-profit Organizations, 26 U.S.C. 501.
17. Lobbying Restrictions, 31 U.S.C. 1352.
18. Disadvantaged Business Enterprises, 23 U.S.C. 101 note.
19. Congressional Declaration of Policy Respecting Insular Areas, 48 U.S.C. 1469a.

20. Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq.

21. Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. 4601, et seq.

22. Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq.

23. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq.

24. National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq.

25. Federal Funding Accountability and Transparency Act of 2006 (Pub. L 109–282, 120 Stat. 1186, Sept. 26, 2006).

26. Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq.

27. Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. 701 et seq.

28. U.S. DOT regulations, “Organization and Delegation of Powers and Duties,” 49 CFR part 1.

29. U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18.

30. U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” 49 CFR part 19.

31. U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR part 20.

32. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21.

33. U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs,” 49 CFR part 24.

34. U.S. DOT regulations “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.

35. U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR part 26.

36. U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 27.

37. U.S. DOT regulations, “Governmentwide Debarment and Suspension (Nonprocurement),” 49 CFR part 29.

38. U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR part 32.

39. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37.

40. U.S. DOT regulations, “Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR part 38.

41. U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR part 40.

42. FTA regulations, 49 CFR Subtitle B Chapter VI.

43. Joint Federal Highway Administration/FTA regulations, “Planning Assistance and Standards,” 23 CFR part 450 and 49 CFR part 613.

44. Joint Federal Highway Administration/FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR part 771 and 49 CFR part 622.

45. Federal Motor Carrier Safety Administration regulations, “Controlled Substances and Alcohol Use and Testing,” 49 CFR part 382.

46. U.S. Department of Treasury regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers,” 31 CFR part 205.

47. U.S. Environmental Protection Agency regulations, “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 CFR part 93.

48. Executive Order 12372, “Intergovernmental Review of Federal Programs,” July 14, 1982.

49. Executive Order 12898, “Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” Feb. 11, 1994.

50. Executive Order 13217, “Community-Based Alternatives for Individuals with Disabilities,” June 18, 2001.

51. Executive Order 13330, “Human Service Transportation Coordination,” Feb. 24, 2004.

52. Office of Management and Budget Circular A–87, “Cost Principles for State, Local, and Indian Tribal Governments,” codified at 2 CFR part 225, Aug. 31, 2005.

53. Office of Management and Budget Circular A-94, “Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs,” Oct. 29, 1992.

54. Office of Management and Budget Circular A-122, “Cost Principles for Non-Profit Organizations,” codified at 2 CFR part 230, Aug. 31, 2005.

55. Office of Management and Budget Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” June 23, 2003.

56. U.S. Department of Transportation Order to Address Environmental Justice in Minority Populations and Low-Income Populations, 62 FR 18377 (Apr. 15, 1997).

57. U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons, 70 FR 74087 (Dec. 14, 2005).

58. FTA Circular 4220.1E, “Third Party Contracting Requirements,” June 19, 2003.

59. FTA Circular 4702.1, “Title VI Program Guidelines for FTA Recipients,” Oct. 1, 1998.

60. FTA Circular 5010.1C, “Grant Management Guidelines,” Oct. 1, 1998.

61. FTA Circular 9030.1C, “Urbanized Formula Program Guidance and Application Instructions,” Oct. 1, 1998.

62. U.S. General Services Administration, “Excluded Parties List System,” www.epls.gov.

63. FTA Master Agreement FTA MA(13), Oct. 1, 2006.

64. FTA ECHO-Web System Operations Manual. http://www.fta.dot.gov/documents/ECHOWebGranteeUserManual.pdf.

65. *Olmstead v L.C.*, 527 U.S. 581 (1999)

ARF-494 **Regular Agenda Item Item #: 3- H**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	David Caddell, GEST Program Manager	Submitted By:	David Caddell, Community Services Division
Department:	Community Services Division	Division:	GEST Program
Fiscal Year:	2012 to 2014	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2011, to June 30, 2014		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:	David B. Caddell		

Information

Request/Subject

Disability Related Employment Services Contract with Arizona Department of Economic Security, Rehabilitation Services Administration.

Background Information

This contract will replace Gila Employment and Special Training (GEST) current contracts for Job Development and Placement Contract No. DES080007-8-A1 and Supported Employment Contract No. DES080000-53-A1.

Evaluation

This contract allows the Gila County GEST Program to provide Disability Employment Related Services to those clients whose Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) authorization indicated specific need for this service.

Conclusion

This contract allows GEST to provide Disability Employment Related Services to those DES/RSA clients who are authorized and have indicated specific need for this service. This contract will replace GEST current contracts for Job Development and Placement Contract No. DES080007-8-A1 and Supported Employment Contract No. DES080000-53-A1.

Recommendation

The GEST Program Manager recommends Board approval on the contract for Disability Employment Related Services, which will enable GEST to provide employment services to Vocational Rehabilitation clients in Gila County.

Suggested Motion

Information/Discussion/Action to approve a Disability Related Employment Services Contract between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, dba Gila Employment and Special Training to provide employment services to vocational rehabilitation clients in Gila County for the period July 1, 2011, through June 30, 2014. **(David Caddell)**

Attachments

Link: Disability Related Employment Services Contract

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

NOTICE OF INTENT

The Arizona Department of Economic Security (DES), Rehabilitation Services Administration (RSA) is seeking to contract with qualified providers for the provision of **Disability Related Employment Services.** These services were previously contracted **as** Job Development and Placement, Supported Employment and Performance Based Employment Services.

The new contract, based on the RSA Fee Schedule, will replace the contracts for Job Development and Placement, Supported Employment and Performance Based Employment Services.

In order for ADES/RSA to consider contracting with you, the following minimum requirements must be submitted:

1. RSA Fee Schedule Application;
2. For each employee/subcontractor who will provide direct client services, current copies of their license/certification and their current resumes as evidence that you/your staff meet qualification requirement stated in section 5.0 of the Scope of Work;
3. Contract Signature Page;
4. Arizona Substitute W-9 form;
5. Certificate of Debarment;
6. Certificate of Lobbying;
7. Sole Proprietor Waiver (if applicable); and
8. Request for Search of Central Registry Background Check for each employee/subcontractor who will provide direct client services. **Mail** your completed central registry request to:

   DCYF Contracts Unit Attention: Central Registry Request
   Arizona Department of Economic Security
   1789 W. Jefferson, SITE CODE 940A Phoenix, AZ 85007

   *or **Fax** to Central Registry Request 602-542-3330 or **Email** (encrypted) to DCYFCentralRegistryCheck@azdes.gov*

After ADES/RSA reviews your completed application documents and if all requirements are met, ADES/RSA may send you the signed contract. The contract is not awarded until it is signed by both Parties.

The following documents entail the contract with ADES/RSA. You are strongly encouraged to read these documents prior to submitting your application:

1. Contract Signature Page
2. Uniform Terms and Conditions
3. DES Special Terms and Conditions (please review the minimum insurance requirements for these services).
4. Scope of Work
5. RSA Fee Schedule. This Fee Schedule has been established by RSA and indicates the maximum payment rate for a specific service that will be used for payment.
7. Attachments and Exhibits

Data Sharing Agreement will be sent to you for signature upon contract award.

The Department makes no guarantee to purchase specific quantities of services and does not guarantee a minimum number of clients referred to any Contractor for any service. ADES/RSA will provide a listing of Contractors for this service to the RSA Clients who will be involved in selection of contracted providers who will provide their service. Mail the required documents **by April 15, 2011** to the following address:

Arizona Department of Economic Security, Rehabilitation Services Administration
ATTN: RSA Contracts Unit Manager
P.O Box 6123 Site Code 930A, Phoenix, Arizona 85005-6123

RSA Contracts Unit Manager
Vanja Pasalic
(602)542-6296

UNIFORM TERMS AND CONDITIONS
Version 8

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"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.

1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"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.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

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. Documents referenced or included in the Solicitation.

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 Parole 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 and no other understanding either oral or in writing shall be binding.

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.

3. Contract Administration and Operation

3.1. 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" 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.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 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.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or 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 of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. 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.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue 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.

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

3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.

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 invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold 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.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. 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 State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. 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.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment 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 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. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only 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. 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 Contract performance or use by the State of materials furnished 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. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 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; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; 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. 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. 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. 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 fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain 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 trade under 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 or 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. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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. 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 the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, 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.

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 or securing the Contract, an amendment to the Contract, or 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

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 interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall 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. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. 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.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **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 (Title 41).

12. **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: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/Auto /Children-Vulnerable Adult – RSA Fee Schedule
Three Year with Option

1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

1.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.2 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

1.3 **"May"** indicates something that is not mandatory but permissible.

1.4 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

1.5 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

1.6 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

2.0 **Advertising, Publishing and Promotion of Contract..** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:

2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's Reports (detailed in the A-133)
4. Corrective Action Plan.

3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual

financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.4 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

5.3 Within thirty (30) days of contract award, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 Certification of Cost or Pricing Data.

6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 Certification Regarding Lobbying.

7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

8.0 Code of Conduct.

8.1 The Contractor shall avoid any action that might create or result in the appearance of having:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
2. Acted on behalf of the State without appropriate authorization;
3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

11.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12.0 Contract Term and Option to Extend.

12.1 The term of the resultant contract shall commence upon award and shall remain in effect to the date specified on the Signature Page unless terminated, cancelled, or extended as otherwise provided herein.

12.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods in its entirety or in part at the sole option of the State.

12.3 The State shall have the unilateral right to extend the contract period for two (2) additional one-year periods or portions thereof, for a total contract term of the RSA Fee Schedule Service not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.

12.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

12.5 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

13.0 Cooperation.

13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

14.0 Data Sharing Agreement.

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

15.0 Equipment.

15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

16.0 Reserved.

17.0 Evaluation.

17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with

other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply :

18.2 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 as may be amended. (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.")

18.3 A breach of a warrant 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.

18.4 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.

18.5 The Department 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 18.2.

19.0 Fair Hearings and Service Recipients' Grievances.

19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:

20.2 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.

20.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

21.0 Fees and Program Income.

21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

22.0 Fingerprinting.

22.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements

relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

22.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

22.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:

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

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

23.0 <u>Inclusive Contractor.</u>

23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 <u>Indemnification and Insurance.</u>

24.1 Indemnification Clause:

24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 Insurance Requirements:

24.2.1 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.

24.2.2 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. **<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, personal injury and broad form contractual liability.
   - General Aggregate $2,000,000

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

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

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

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

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

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

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

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

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

3. **Worker's Compensation and Employers' Liability**
- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $ 500,000
  - Disease – Each Employee $ 500,000
  - Disease – Policy Limit $1,000,000

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

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

4. **Professional Liability (Errors and Omissions Liability)**
Each Claim $1,000,000
Annual Aggregate $2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any

retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

E. **Verification Of Coverage:** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. The Contractor shall retain all certificates and endorsements at its office which shall be available to the Department for review upon request.

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special

Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

25.0 IT 508 Compliance.

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended 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.

26.0 Levels of Service.

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

26.3 Any administration within the Department may obtain services under this contract.

26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

27.0 Monitoring.

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

28.0 Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

29.0 <u>Notices.</u> In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 <u>Offshore Performance of Work Prohibited.</u>

30.1 Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve assess to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.

31.0 <u>Order of Precedence.</u>

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. 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:
   1. Division/Administration Special Terms and Conditions;

2. ADES Special Terms and Conditions;
3. Uniform Terms and Conditions;
4. Scope of Work or Specification;
5. Attachments;
6. Exhibits;
7. Documents referenced or included in the Solicitation.

32.0 Pandemic Contractual Performance.

32.1 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 or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 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:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

33.0 Payments. In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:

1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 Payment Recoupment.

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

36.0 Predecessor and Successor Contracts.

36.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 Professional Standards.

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

39.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;

5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 Relationship of Parties.

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 Reporting Requirements.

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 Responsibility for Payments Indemnification.

42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

43.0 Reserved.

44.0 Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

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

45.0 Substantial Interest Disclosure.

45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

46.0 Supporting Documents and Information.

46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

47.0 Suspension or Debarment.

47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

48.0 Technical Assistance.

48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

49.0 Termination for Any Reason.

49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

49.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended the provisions of this paragraph shall not apply.

49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

50.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

51.0. Transfer of Knowledge.

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

52.0 Transition of Activities.

52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

53.0 Unallowable Costs.

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

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

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

54.0 Visitation, Inspection and Copying.

54.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

55.0 Warranty of Services.

55.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

56.0 Limited English Proficiency

56.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and

_____

(the "Contractor").

WHEREAS the Contractor is:
[ ] a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
[ ] a For-profit Organization; and

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

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

Contract Term: This contract shall be effective on the date of last signature, and shall end on June 30, 2014, unless extended in accordance with DES Special Terms and Conditions.

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

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

Procurement Manager Signature

Cathie G. Rodman
Typed Name

Manager, Solicitation Unit
Title

Date

DES Contract I.D. No.:

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature of Authorized Individual

Michael A. Pastor
Typed Name

Chairman, Gila County Board of Supervisors
Title

Date

Contractor FEI Number: 86-6000444
Contractor Mailing Address:
5515 South Apache Ave. Suite 200
Globe, AZ 85501

Contact Name: David B. Caddell
Title: Program Manager
Phone Number: 928 425-7631
Fax Number: 928 425-9468
E-Mail Address: dcaddell@co.gila.az.us

Approved as to form:

_____
Signature

Bryan B. Chambers
_____
Typed Name

Chief Deputy County Attorney
_____
Title

_____
Date

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County DBA Gila Employment Special Training

Name of Agency /Organization

Michael A. Pastor, Chairman, Gila County Board of Supervisors

Name and Title of Authorized Representative

Signature

Date

ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

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 an 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 or 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 of Lobbying Activities," 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: Mr. * First Name: Michael Middle Name: A. * Last Name: Pastor Suffix: * Title: Chairman, Gila County Board of Supervisors	
* SIGNATURE:	* DATE:

JANICE K. BREWER
Governor

SCOTT A. SMITH
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT DIVISION

100 N 15TH AVE, SUITE 301
PHOENIX, ARIZONA 85007
(602) 542-2182

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(O) , that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits. I am a sole proprietor and I am doing business as (Name of Sole Proprietors Business) . I am performing work as an independent contractor for the State of Arizona, (Enter State Agency Here) , for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, (Enter State Agency Here) . I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor _____

Social Security Number _____ Telephone Number _____

Street Address / PO Box _____

City _____ State AZ Zip Code _____

Signature of Sole Proprietor: Date _____

State Agency _____ Agency # _____

Signature of Agency
Contract Administrator: _____ Date _____

Contract Identification: _____

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15 Avenue, Suite 301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

_____ Date _____

Signature of Risk Management Authorized Signer

Print Form

State of Arizona Substitute W-9 & Vendor Authorization Form

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

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

Return completed form to the state agency with whom you do business, for review and authorization.
See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

Type of Request (Must select at least ONE)

- (●) New Request
- ( ) New Location (Additional Mail Code)
- ( ) Change (Select the type(s) of change from the following: ☐ Tax ID ☐ Legal Name ☐ Entity Type ☐ Minority Business Indicator ☐ Main Address ☐ Remittance Address ☐ Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) ___ - ___ - ___ OR Federal Employer Identification Number (FEIN) 86 - 6000444

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* Gila County

Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)

- ( ) Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)
- ( ) Corporation NOT providing health care, medical or legal services (5A)
- ( ) Corporation providing health care, medical or legal services (5M)
- ( ) Partnership, LLP or Partnership organized as LLC or PLLC (5C)
- ( ) An international organization or any of its agencies/instrumentalities (5U)
- ( ) The US or any or its political subdivisions or instrumentalities (2G)
- ( ) State of Arizona employee (1E)
- ( ) LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
- ( ) LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
- ( ) A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- (●) Other: Tax Reportable Entity (5P)
- ( ) Other: Tax Exempt Entity (5H)

STATE HRIS EIN ___

Description: County Goverment

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

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

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

DBA\Branch\Location: Gila Employment and Special Training
Address: 5515 South Apache Ave. Suite 200
City: Globe State: AZ-ARIZONA Zip code: 85501

Remittance Address Where payment is to be mailed

☒ Same as Main

DBA\Branch\Location: ___
Address: ___
City: ___ State: ___ Zip code: ___

Vendor Contact Information

Name: David B. Caddell Title: Program Manager
Phone #: (928) 402-8664 Ext. ___ Fax: (928) 425-9468 Email: dcaddell@co.gila.az.us

Certification ☐ Exempt from backup withholding

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

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

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

Signature ___ **Title** Chairman, Gila County BOS **Date** ___

STATE OF ARIZONA AGENCY USE ONLY - AGENCY AUTHORIZATION

VENDOR DO NOT WRITE BELOW THIS LINE

State HRIS EIN ___ Print Name ___ Signature ___
AGY ___ Title ___ Phone # ___ Email ___ Date ___

STATE OF ARIZONA GAO USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ GAO-03 ☐ Other
Vendor Number ___ Processed by ___ Date Processed ___

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

General instructions:

1. Form GAO-W-9 should be completed by computer (electronically).

2. Vendor must type or legibly print all `Required' fields and submit to the State of Arizona agency they do business with for their review and authorization of the form.

Specific instructions:

Type of Request
Select the type of request being made. Select only one, the choices are: 1) New Request, 2) New Location or 3) Change. If selecting Change, please identify what fields have changed since the previous submission. Check all changes that apply: Tax ID, Legal Name, Entity Type, Minority Business Indicator, Main Address, Remittance Address or Contact Information.

Taxpayer Identification Number (TIN)

Social Security Number (SSN) OR Federal Employer Identification Number (FEIN)
Required. Enter your 9 digit Social Security Number (SSN) **OR** Federal Employer Identification Number (FEIN). This is your Taxpayer Identification Number (TIN) as assigned by the Internal Revenue Service (IRS) or Social Security Administration (SSA).

Entity Name

Legal Name
Required. Enter the name corresponding to the TIN given. Name must be the same as registered with the Internal Revenue Service (IRS) or Social Security Administration (SSA).

- **Individuals**: Enter First Name, Middle Name, Last Name
- **Sole Proprietorships**: Enter First Name, Middle Name, Last Name
- **ALL Others**: Enter Legal Name of the Business.

Entity Type
Required. Check only ONE entity type for the TIN given. If State of Arizona employee is selected, you must provide your State of Arizona Human Resources Information Solution (HRIS) Employee Identification Number (EIN). Board Members should select State of Arizona employee only if they have a State of Arizona HRIS EIN, otherwise select Individual/Sole Proprietor. If "Other" is selected, please provide a Description for your business.

Minority Business Indicator
Required. Select the most detailed description for your business. Only one selection can be made. If none apply, select the second from last description of Non-small, Non-Minority or Non-Women Owned Business (00). For non-businesses, please select the last option of Individual, Non-Business (00).

To be classified as a Small, Minority, Women-owned, or Disadvantaged Business Enterprises, a company must meet all qualifying standards and be at least 51 percent owned, operated, and controlled by the qualifying person or persons. For additional information and definitions, refer to the following web site:
http://www.azcommerce.com/BusAsst/SmallBiz/SBS/K1/Home.htm

Main Address-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the same as the Main Address entered.

Doing Business As (DBA)\Branch\Location
Optional. For the remittance address, enter a DBA, branch name or location, if applicable. Also enter any continuation of the Name or Business Name if needed.

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

Main Address cont.-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the same as the Main Address entered.

Address
Required. Enter under the `Main Address' an address where tax information and general correspondence is to be mailed. Enter under Remittance Address an address where payments should be made. Foreign addresses should enter full address here.

City
Required. Enter your city.

State
Required. Select your state from the drop-down list. If you are using an address outside of the U.S., select XX-Foreign address.

Zip code
Required. Enter your 5 digit zip code. A 4 digit add on is optional. If completing online, do not enter a dash. If foreign address, do not complete field and enter full address in the address line.

Contact Information-Required

Name
Required. Enter contact name. The person indicated will be contacted for payment related questions or issues.

Title
Optional. If the form is completed on behalf of a business, please enter your title.

Phone#
Required. Enter the contact's phone number including area code. If competing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

EXT
Optional. Enter the contact's phone number extension, if applicable.

email
Optional. Enter the contact's email address. Must be in the format: email@address.com.

Fax
Optional. Enter the contact's fax number. If completing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

Certification

Exempt from backup withholding
Optional. Check box if you are exempt from backup withholding (Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments). Refer to IRS W-9 instructions for additional information.

Signature
Required. Signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

Title
Required. Enter the title of the person who signed/certified the form.

Current Date
Required. This field will default to the current date if form is completed electronically.

Do not complete any remaining fields; they are reserved for use by the State of Arizona.

Additional Information
For additional information concerning certification requirements for the substitute W-9 form, refer to the instructions for the Internal Revenue Service form W-9 at: **www.irs.gov.**

SCOPE OF WORK
DISABILITY RELATED EMPLOYMENT SERVICES

1.0 MISSION AND VISION STATEMENTS

1.1 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

1.2 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.3 Arizona Rehabilitation Services Administration (RSA) Mission for Vocational Rehabilitation (VR) Program: To assist individuals with disabilities to achieve economic self-sufficiency through meaningful and sustained employment.

2.0 PURPOSE

2.1 The purpose of this contract is to purchase Disability Related Employment Services that will assist RSA clients in preparing for, obtaining, and maintaining competitive employment in integrated work environments consistent with the client's selected vocational goal, abilities, capabilities, interests, and informed choice. These services were previously contracted as Job Development and Placement, Supported Employment and Performance Based Employment Services.

2.2 Legal Authority. A.R.S. § 41-1954. A.6 provides ADES the authority to contract and incur obligations within the general scope of its activities and operations. RSA is authorized to provide these services under the Rehabilitation Act of 1973, as amended, and its implementing regulations (34 CFR 361.48 Scope of Vocational Rehabilitation Services for Individuals with Disabilities), and A.R.S. § 23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration). RSA is authorized to purchase this service based on the RSA Fee Schedule in accordance with Arizona Revised Statute 41-1954 G. 6.

2.3 Projected Utilization. These services are provided on an as needed basis. There is no guarantee of the number of referrals to be issued by RSA.

3.0 SERVICE DESCRIPTION

3.1 Arizona Taxonomy. Employment Services provide activities and assistance in support of finding, entering or retaining a job for individuals or groups.

3.2 Definitions (Exhibit A)

3.3 Disability Related Employment Services include the following:

1. **Client Service Planning** service includes development of a Client Service Plan that identifies the service objectives with regards to outcome achievement.

2. **Track A: Job Development and Placement and Job Retention (Non-Supported Employment)** services are intended for clients who require a full range of job readiness, job development, job placement and job retention services with minimal job coaching. Depending upon the specific needs of the client, services may include job seeking skills training, assistance with self-directed job search techniques, employer expectations, resume writing, interview skills/mock interviews, job site development specific to the chosen career goal, activities to discover and develop employment opportunities for clients, selective job placement through job analysis, work site analysis for needed accommodations, direct job placement, job coaching and other follow up services with the client (on-site and/or off-site support) to ensure the client's successful employment retention.

3. **Track B: Job Development and Placement and Job Retention (Supported Employment)** services are intended for clients who are eligible for Extended Supported Employment services following the vocational rehabilitation program. Track B services include a full range of job readiness, job development, job placement and job coaching and job retention support. Depending upon the specific needs of the client, services may include job seeking skills training, assistance with self-directed job search techniques, employer expectations, resume writing, interview skills/mock interviews, job site development specific to the chosen career goal, activities to discover and develop employment opportunities for clients, selective job placement through job analysis, work site analysis for needed accommodations, direct job placement, job

coaching and other follow up services with the client (on-site and/or off-site support) to ensure the client's successful employment retention. Post placement job coaching support is provided on an individual basis.

4. **Track C: Enclave Employment Support and Retention** services are intended for clients who are eligible for Extended Supported Employment services following the vocational rehabilitation program and who require more intensive support than is provided by individual placement approaches. Services involve direct work supervision in a group work setting that includes two or more individuals and any support needed to sustain employment stability.

5. **Post Employment** services are intended for clients whose cases have previously been successfully closed by RSA, but have returned for short-term job replacement or job coaching assistance. Depending upon the specific needs of the client, services may include: job replacement, job coaching and follow ups with the client.

3.4 The Contractor shall provide services under one or all Tracks as indicated by the Contractor on the RSA Fee Schedule Application (Attachment 1).

3.5 Disability Related Employment Services are **not** intended to:
1. Assess the client's vocational skills or conduct a situational assessment;
2. Teach specific vocational skills;
3. Provide therapeutic or other counseling interventions to address significant behavioral or psychological issues;
4. Provide extended supported employment services.

3.6 Service Eligibility. Eligibility for these services is determined by RSA Counselors (hereafter referred to as Counselor). RSA purchases Disability Related Employment Services only when RSA Counselors or other public resources (such as the Arizona Job Services and Workforce Investment, Comprehensive One Stop Centers, etc.) are unable to meet the needs of those individuals. Referral for Disability Related Employment Services is made only if the client and the Counselor agree that:
1. The client has selected a vocational goal and is ready for employment;
2. Additional Disability Related Employment Services are needed, and
3. The Departmental resources are not adequate to meet the client's needs.

3.7 Background Information. The Rehabilitation Services Administration is the administration within ADES that provides Vocational Rehabilitation (VR) services to individuals with physical, mental, or emotional disabilities to assist them in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

4.0 SERVICE REQUIREMENTS

The Contractor shall:

4.1 Ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

4.2 Schedule a **service planning** meeting within ten (10) business days upon receipt of a written RSA Purchase Authorization and a referral for services packet from a Counselor. This face to face meeting is required and includes the client, the Counselor and the Contractor. The purposes of the service planning meeting are to determine and document:
1. The extent of the client's job readiness skills and his/her ability to meet the varied requirements of the occupation that is chosen by the client in his/her Individualized Plan for Employment (IPE) ;
2. Whether the client and the Contractor choose to work together as a team;
3. Potential client specific job site accommodations needed;
4. The results of Social Security benefit counseling if any;
5. The Client Service Plan (Exhibit B).

4.3 Initiate **service provision** for services listed in the Client Service Plan within ten (10) business days after receipt of a written RSA Purchase Authorization. RSA Purchase Authorizations will be issued for each service and/or outcome. Verbal authorizations are not permitted.

4.4 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client and in respect to cultural, gender, and lifestyle differences.

4.5 Notify the referring RSA staff verbally within one business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed upon objective(s).

5.0 QUALIFICATION REQUIREMENTS

The Contractor shall ensure that its personnel meet the following requirements:

5.1 Personnel who supervise the services provided under this contract and prepare progress reports shall meet the following criteria:

1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one (1) year of full time employment working with individuals with disabilities; or
2. A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of three (3) years full time employment in working with individuals with disabilities; or
3. A high school diploma or GED and documentation of seven (7) years full time employment in working with individuals with disabilities.

5.2 Personnel who provide direct client services which are considered less technical in nature shall meet the following criteria:

1. Have a high school diploma or G.E.D., and
2. Have one (1) year of documented experience, preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services including job development and/or coaching, and
3. Have knowledge and competency by evidence of documented training and/or work experience, gained within one year of their hiring date, in the following areas:
   a. Work Behavior-Support Training
   b. Development and use of "Natural Supports" in the workplace
   c. Job Analysis, Job Development and Marketing to employers of RSA clients' abilities
   d. Ethics and Boundaries
   e. Disability awareness
4. Be under the direction and supervision of personnel who meet the criteria in 5.1 above.

5.3 Meet a variety of needs of RSA clients, including clients with intensive behavioral, physical, and medical challenges.

5.4 Communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability or English is not their primary language and use all other appropriate and effective modes of communications used by clients (e.g., Spanish language, American Sign Language, etc.).

1. Arrange for and purchase, if applicable, qualified professional interpreting services. The only exception to this is that RSA will purchase and arrange for qualified professional interpreting services for the service planning meetings and client job interviews.

6.0 ADMINISTRATIVE REQUIREMENTS

The Contractor shall:

6.1 Ensure that client case records include the RSA Referral for Services, RSA Purchase Authorization, Client Service Plan, other applicable reports, records of services provision, date(s) of follow-up meetings(s) with the RSA staff, notes from meetings, personnel time log of service provision, client's attendance logs, and client's satisfaction surveys.

6.2 Ensure that its personnel records include:

1. Copies of all current licenses and/or certifications,
2. A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions, and
3. Current written job descriptions, which include minimum qualifications for training and experience, for each position that shall be utilized in the provision of a service under the contract, and current résumés/applications for each person who will provide direct client services.

6.3 Maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objectives.

1. Have the management plan on file and make the plan available to ADES upon request. The management plan shall contain elements that address the following:
    1. Incident management, corrective action and preventions;
    2. Complaints and grievances;
    3. Monitoring and evaluation of the service provision (i.e., measurement of outcomes as it relates to the client's objectives) and the improvement of the quality of services;
    4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel; and
    5. Soliciting input from clients to evaluate the effectiveness of the service provision by providing each client with a client satisfaction survey. The survey shall measure client satisfaction with services provided, goals obtained, and staff interaction, and their role in decision making process.

6.4 Adhere to the Contractor Code of Conduct (Exhibit C).

6.5 Adhere to the requirements of the Rehabilitation Act and its implementing regulations 34 CFR 361.51 Standards for facilities and providers of services.
http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html

6.6 Adhere to Client Transportation Requirements (Exhibit D) if a client is being transported by the Contractor during the service provision.

7.0 SERVICE OUTCOMES

7.1 **Client Service Planning.** The outcome for this service includes a signed Client Service Plan that identifies the service objectives and agreements with regards to outcome achievement. The Client Service Plan is negotiated and developed during the initial face-to-face service planning meeting and is signed by the client, the Counselor and the Contractor.

7.2 **Track A: Job Development, Placement and Retention (Non-Supported Employment)**

1. The required outcomes for Track A are:
    1. Job Placement which meets the following criteria:
        1. The client is competitively employed in a job, for minimum of three (3) days , that is consistent with his/her vocational goal as specified in the client's current Individualized Plan for Employment (IPE); and
    2. Successful Employment Retention which meets the following criteria:
        1. The client is working successfully at a job that is consistent with his/her vocational goal as specified in the client's current IPE and maintains the agreed-upon minimum work hours without supplemental job coaching supports, and;
        2. The client is determined to be stable, as evidenced by maintaining successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after job placement outcome has been achieved, and;
        3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

2. If a client is referred for Employment Retention ONLY (already has a job) then the required outcome for Track A is:
    1. Successful Employment Retention which meets the following criteria:
        1. The client is working successfully at a job that is consistent with his/her vocational goal as specified in the client's current IPE and maintains the agreed-upon minimum work hours without supplemental job coaching supports, and;
        2. The client is determined to be stable, as evidenced by maintaining successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after job placement, and;
        3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

7.3 **Track B: Job Development, Placement and Retention (Supported Employment)**

1. The required outcomes for Track B are:

1. Job Placement which meets the following criteria:
    1. The client is competitively employed in a job, for minimum of three (3) days, that is consistent with his/her vocational goal as specified in the client's current Individualized Plan for Employment (IPE); and
2. Successful Employment Retention which meets the following criteria:
    1. The client has successfully transitioned to extended supported employment services as agreed by the VR Counselor, the client, the extended supported employment services funder, and the Contractor, and;
    2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after the job placement outcome has been achieved, and;
    3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

2. If a client is referred for Employment Retention ONLY (already has a job) then the required outcome for Track B is:
    1. Successful Employment Retention which meets the following criteria:
        1. The client has successfully transitioned to extended supported employment services as agreed by the VR Counselor, the client, the extended supported employment services funder, and the Contractor, and;
        2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after the job placement outcome has been achieved, and;
        3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

7.4 **Track C: Enclave Employment Support and Retention**

The outcomes for Track C include:

1. Successful Employment Retention which meets the following criteria:
    1. The client successfully transitioned to extended supported employment services, and;
    2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after placement in the group setting.
    3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

7.5 **Post Employment Services**

The outcomes for this service include:

1. The client is successfully employed; and
2. The client, the Contractor and the Counselor agree that the client is stable at work and that the outcomes stated in the Client Services Plan have been achieved.

8.0 CONTRACTOR PERFORMANCE EVALUATION

8.1 ADES will monitor and evaluate the Contractor's performance in achieving the service outcomes and compliance with the terms and conditions of this contract through on-site visits and through data gathered from the Contractor's claims for payment and required forms documenting achievement of outcomes and provision of service.

8.2 The Contractor shall meet the following minimum acceptable performance standards during a contract year:

1. **Performance Standard #1**: Acceptance Rate: At a minimum, 80% of referrals for service (as measured by the issuance of an RSA authorization to the Contractor for a Client Service Plan which is included in the client referral packet) will result in a signed Client Service Plan.
2. **Performance Standard # 2**: Successful Employment Retention: At a minimum, 60% of clients whose cases have closed to the Contractor will have achieved the Successful Employment Retention Outcome with that contractor.

8.3 Clients served under Post Employment (refer to Section 7.5), will not be included when calculating the performance standards.

8.4 If the Contractor becomes the employer of record for the client:

1. The service provision stops at job placement and no further payment will be issued to the Contractor beyond Job Placement Outcome but these clients will be included when calculating the performance standards.
2. This requirement does not apply to Track C – Enclave Support and Retention (refer to Section 7.4).

9.0 PAYMENT

9.1 Payment for Disability Related Employment Services will be made in accordance with the RSA Fee Schedule . The fees indicate the maximum payment rates.

9.2 Payment rates are all inclusive, which means they include the Contractor's staff time, administrative cost, research, report preparation, travel time and mileage, time lost due to client missed appointment ("no shows") and other cost associated with the service provision. RSA will not pay for these costs separately.

9.3 Payment rates available under this contract include:

9.3.1 **Outcome Rates**

1. Outcome rates are available for the following services:
   1. Client Service Plan (Track A, Track, B, Track C and Post Employment Services);
   2. Job Placement Outcome (Track A, Track B);
   3. Successful Employment Retention Outcome (Track A, Track B and Track C).
2. Payment for an outcome will be made as follows:
   1. After the client achieves each authorized outcome and the required documentation (as stated in Section 10. Reporting Requirements) has been submitted following outcome completion and accepted by the Counselor.
   2. Payment for the Job Placement and Successful Employment Retention Outcomes will be made only once to the Contractor per client case.
   3. Payment for the Client Service Plan Outcome may be made more than once.

9.3.2 **Hourly Rate**

1. Hourly rates are available for the following services:
   1. Job Development and Placement and Job Retention Services–Individual Setting (Track A and Track B)
   2. Job Development and Placement Services–Group Setting (Track A and Track B)
   3. Post Employment services.
2. Hourly Rate means One (1) Hour or sixty (60) minutes of time or increment thereof spent in providing services to one client. The Contractor may round the total time spent with the client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours
3. Individual setting means that Job Development and Placement and Job Retention services are provided to one RSA client and this includes:
   1. Direct contacts with clients, employers and/or Counselors, either face to face or using other communication methods (e.g. phones calls) provided that service provision lasted longer than fifteen (15) minutes.
   2. Routine follow up calls lasting less than fifteen (15) minutes. are not billable.
   3. Client Service Planning meetings are not billable on an hourly basis.
4. Group setting means that Job Development and Placement service are provided to one RSA client who may be in a group of two (2) or more clients simultaneously receiving same service (e.g. classes for resume and interview skills development, etc.) These services do not include Track C Supported Employment- Group Placement setting (see Section 9.3.3)
5. For authorized hourly compensated services, invoices shall be submitted on a monthly calendar basis for services provided and reports attached as per Section 10. Reporting Requirements.

9.3.3 **Daily Rate**

1. Daily rate is available for Enclave Support services (Track C).
2. Daily rate means that one RSA client receives more than 3 consecutive hours of support services in a work setting with two or more individuals that are part of the same cluster/enclave. The Contractor shall bill for half day increments (0.5 units) when a client is in attendance in a group setting for three hours or less on a given calendar day. The daily rate is the same for whole or half days. At the end of the reporting period, the Contractor shall add up all WHOLE days and HALF days of the client's attendance. The days shall not be rounded.
3. For authorized daily compensated services, invoices shall be submitted on a monthly calendar basis for services provided and reports attached as per Section 10. Reporting Requirements.

10.0 REPORTING REQUIREMENTS

10.1 The Contractor shall submit the following program reports along with a Contractor Invoice Form (Exhibit J) to RSA Payment and Billing Unit; PO BOX 6877 Phoenix AZ 85005 within fifteen (15) calendar days after an outcome is achieved or within fifteen (15) calendar days following the month in which authorized services were provided:

1. Client Service Planning
   1. *Client Service Plan* (Exhibit B).

2. Track A: Job Development, Placement and Retention (Non-Supported Employment)
   1. For Job Development, Placement or Retention hours provided (either Individual or Group): *Monthly Service Report* (Exhibit E).
   2. For Job Placement Outcome: *Job Placement Report* (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
   3. For Successful Employment Retention Outcome: *Successful Employment Retention Report* (Exhibit G).

3. Track B: Job Development, Placement and Retention (Supported Employment)
   1. For Job Development, Placement or Retention hours provided (either individual or group): *Monthly Service Report* (Exhibit E).
   2. For Job Placement Outcome: *Job Placement Report* (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
   3. For Successful Employment Retention Outcome: *Successful Employment Retention Report* (Exhibit G).

4. Track C: Enclave Employment Support and Retention
   1. For Enclave Support days provided: *Monthly Service Report* (Exhibit E).
   2. For Successful Employment Retention Outcome: *Successful Employment Retention Report* (Exhibit G).

5. Post Employment
   1. For Post Employment hours provided: *Monthly Service Report* (Exhibit E).
   2. For Job Placement Outcome: *Job Placement Report* (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.

6. Service Closure (Client no longer being served by the Contractor)
   1. *Service Closure Report* (Exhibit H) within five (5) calendar days of the client's case closure including the reasons for closure after services are terminated for any reason. Contractor service closure may occur at any point after the Client Services Plan is signed and it can be initiated by Contractor, Client or Counselor.

7. Counselor Communication
   Provide updates of client progress either verbally or in writing as requested by the Counselor.

8. Unusual Incidents
1. Report unusual incidents verbally within one (1) business day of the occurrence and a written report of the unusual incident shall be submitted within three (3) business days to the referring Counselor. Unusual incidents include, but are not limited to:
   a. Death of a client;
   b. Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
   c. When the Contractors suspects that a client may be missing;
   d. Suicide attempts by the client;
   e. Client might pose a threat to the physical or emotional well-being of an individual or Contractor's staff.

10.2 The Contractor shall submit *Quarterly Reports* (Exhibit I) to the RSA Contracts Unit Manager within fifteen (15) days following the end of each calendar quarter along with a copy of *Service Closure Report* (Exhibit H) for each client. The *Quarterly Report* is in an Excel spreadsheet format and all data must be entered directly by the Contractor. Completed *Quarterly Reports* shall be submitted by email.

10.3 Other Reports

1. RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision and contract performance.
2. Reporting Requirements may change during the contract term. The Contractor will be notified about any change in reporting forms by mail.
3. The Contractor shall submit current certificates of insurance as required in the ADES Special Terms and Conditions to:
   Arizona Department of Economic Security
   RSA Contracts Unit Manager
   PO BOX 6123 Site Code 930A, Phoenix, AZ 85005

10.4 Any form referenced in this contract may be revised by RSA.

11.0 RSA Fee Schedule

11.1 RSA Fee Schedule
For Years 1 and 2 Effective July 1, 2011 and Ending June 30, 2013

Track A: Job Development, Placement and Retention (Non-Supported Employment)

Service/Outcome	Payment Unit	Rate	Reporting Requirements
Client Service Plan	One Client Service Plan	$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	$30	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	$30	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	$10	Monthly Services Report
Job Placement Outcome	One Job Placement	$750	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	$1,000	Successful Employment Retention Report

Track B: Job Development, Placement and Retention (Supported Employment)

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	$30	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	$30	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	$10	Monthly Services Report
Job Placement Outcome	One Job Placement	$1,100	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	$1,350	Successful Employment Retention Report

Track C: Enclave Employment Support and Retention

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	$100	Client Service Plan
Enclave Employment Support and Retention	One Day	$25	Monthly Services Report
Successful Employment Retention Outcome	One Successful Employment Retention	$1,200	Successful Employment Retention Report

Post Employment Services

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	$100	Client Service Plan
Job Replacement	One Hour	$50	Post Employment Report

11.2 RSA Fee Schedule
For Year 3 Effective July 1, 2013 and Ending June 30, 2014

Track A: Job Development, Placement and Retention (Non-Supported Employment)

Service/Outcome	Payment Unit	Rate	Reporting Requirements
Client Service Plan	One Client Service Plan	$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	$20	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	$20	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	$10	Monthly Services Report
Job Placement Outcome	One Job Placement	$1250	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	$1,500	Successful Employment Retention Report

Track B: Job Development, Placement and Retention (Supported Employment)

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	$20	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	$20	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	$10	Monthly Services Report
Job Placement Outcome	One Job Placement	$1,600	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	$1,850	Successful Employment Retention Report

Track C: Enclave Employment Support and Retention

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	$100	Client Service Plan
Enclave Employment Support and Retention	One Day	$25	Monthly Services Report
Successful Employment Retention Outcome	One Successful Employment Retention	$1,200	Successful Employment Retention Report

Post Employment Services

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	$100	Client Service Plan
Job Replacement	One Hour	$50	Post Employment Report

DES 1-01-34
Limited English Proficiency

POLICY STATEMENT	DES 1-01-34.I
AUTHORITY	DES 1-01-34.II
OVERVIEW	DES 1-01-34.III
SCOPE	DES 1-01-34.IV
DEFINITIONS	DES 1-01-34.V
STANDARDS	DES 1-01-34.VI

DES 1-01-34
Limited English Proficiency

I. POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with limited English proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

1. Develop and adhere to specific written procedures;
2. Perform a needs and capacity assessment;
3. Arrange for oral language assistance, as appropriate;
4. Determine which of the Department documents meet the definition of a vital document;
5. Translate vital documents into languages other than English;
6. Provide notification to customers of the availability of language assistance services;
7. Evaluate current Department Web sites for LEP compliance;
8. Develop and implement standards to ensure LEP compliance on all future Web pages;
9. Train all staff who are likely to have contact with Department customers and the management staff who support them;
10. Develop and incorporate an accessible issue resolution process; and
11. Monitor customer access to language assistance.

II. AUTHORITY

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Arizona Constitution, Article 28

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

"(1) A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:

(i) Deny an individual any service, financial aid, or other benefit provided under the program;

(ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

(2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

III. OVERVIEW

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with limited English proficiency (LEP) are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP Policy ensures that the Department, and all Department services regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

IV. SCOPE

This LEP Policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP Policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP Policy.

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, or Assistant Director or their designee with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

VI. STANDARDS

1. All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

2. **Compliance and Enforcement:** It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP Policy and the specific work unit LEP procedure.

3. **Work unit Procedures:** Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

   a. Provision of language services generally;

   b. Identification and assessment of language needs;

   c. Oral language assistance services;

   d. Written translations;

   e. Oral and written notification of the availability of language services;

   f. Issue resolution rights;

g. Staff training on language service provision; and

h. Monitoring access to language assistance.

4. **Needs and capacity assessment:** The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If work unit determines that it does, then:

- Determine the number or proportion of LEP customers served;
- Determine the frequency of contact between LEP customers and the program;
- Assess the nature and importance of the program; and
- Assess available resources.

a. ***Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.*** These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

b. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.

c. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use Departmentally-produced data, and the frequency with which it will complete the assessment.

d. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***

i. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes;

ii. Each work unit procedure shall include the use of language preference posters in each local office. These posters are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display posters in all its offices in which customer interaction is anticipated. These posters are developed, transmitted, and maintained as a Departmental function.

5. **Oral language assistance:**

a. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary timeframes may vary based upon the nature and importance of the service. For example, timeframes for emergency services may be different from those timeframes for non-emergency services. In most circumstances, this requires language services to be available within reasonable timeframes during all operating hours by:

i. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed;

ii. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department has a bilingual stipend program in place that operates under DES 1-26-26, *Bilingual Stipend for Certified Employees*. This program compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed;

iii. Orally translating vital documents into languages other than English for LEP customers.

b. ***Location and Accessibility of LEP Services*:** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.

c. ***Use of Bilingual Staff: The Department will make reasonable efforts to recruit and have bilingual staff*** employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:

i. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit;

ii. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.

d. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

6. **Translation of written materials:** Each work unit must identify its vital documents. Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

- Applications;
- Recertification or renewal applications;
- Documents that require a response;
- Letters or other written documents that contain information regarding participation in a program;
- Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
- Consent and complaint forms;
- Appeal rights and grievance procedures;
- Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required; and
- Notices advising LEP persons of free language assistance.
- Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

a. ***Each work unit shall translate its vital documents into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English: The Department Office of Graphics and Design or a state-approved translation contract. Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

b. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with the Department policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

c. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

7. **Institutional Considerations for Translation:**

a. ***Each work unit shall ensure that the public is aware of available interpretation and translation assistance.*** Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.

b. ***Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.*** The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.

c. ***The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.*** The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.

d. ***Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.***

8. **Training:** Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with the Department policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

a. ***General training*** for all staff on the importance of providing services for individuals with LEP;

b. ***Work unit-specific training*** to ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters;

c. ***Technical assistance training*** for LEP contact staff;

d. ***Management level training*** for supervisors and administrative staff assisting staff with direct customer contact.

9. **Providing notice to LEP Customers of the availability of language assistance services and outreach:** Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

   a. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense;

   b. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support Department outreach efforts in relation to the programs it administers and the services it provides;

   c. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance;

   d. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify persons of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

10. **Monitor access to language assistance:**

   a. ***Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.*** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

      i. Current LEP populations in service areas or population or specific populations encountered;

      ii. Frequency of encounters with LEP customers;

      iii. Nature and importance of activities to LEP customers;

      iv. Availability of resources, including technological advances, additional resources, and the costs imposed;

v. Whether existing assistance is meeting the needs of the LEP customers;

vi. Whether staff know and understand the LEP procedures; and

vii. Whether identified sources for assistance are still available and viable.

Work units shall utilize the Departmental monitoring survey instrument. This tool identifies all mandatory points of review for each work unit. Work units shall forward this information and the completed survey to the DOEO and the Department's Office of Policy no less than annually for review. The DOEO will report the results to the Director.

b. ***Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.*** Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:

i. Has up-to-date information on language needs in the communities it serves;

ii. Has an adequate number of oral translators to ensure timely compliance with LEP needs;

iii. Translates vital written documents into the languages needed by the communities being served;

iv. Has adequate supplies of translated materials;

v. Trains those staff required to be trained in LEP activities; and

vi. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

11. **Provision of Technical Assistance:** ***Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.*** The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP Policy and the work unit's LEP Procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include timeframes for the LEP contact to respond or to elevate the question to the Director's Office of Equal Opportunity (DOEO). The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

12. **Issue Resolution**

a. ***Work unit Level Process:*** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I Resolution Process.

i. The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying;

ii. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services;

iii. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.

iv. The Level I process shall include the following:

The manager in charge at the site where an LEP related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP Policy and the work unit LEP Procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

b. ***Department Level Process:*** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the Department Office of Equal Opportunity to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required timeframes, based upon the program(s) from which the LEP customer is seeking service.

i. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the timeframes, and the process request verbally or in writing an Executive Leader (EL) review and decision. The EL may request assistance from the Director's Office of Equal Opportunity (DOEO) with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer. The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advise the LEP customer of the method and time frame to obtain a Level III review.

ii. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

Exhibit A

Disability Related Employment Services
DEFINITIONS

1. *Competitive Employment*: Work in the competitive labor market that is performed on a full-time or part-time basis in an integrated setting and for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled. Wages are paid by the employer, not the Contractor.

2. *Extended Supported Employment:* Ongoing services needed to support and maintain an individual with a disability in employment after the VR program terminates employment support services.

3. *Individualized Plan for Employment (IPE):* An individualized plan is developed and implemented with each eligible client to whom the RSA is able to provide services. Services are provided in accordance with the provisions of the IPE. The IPE is designed to achieve a specific employment outcome that is selected by the client consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

4. *Informed Choice* as defined by the Rehabilitation Act of 1973, as amended, and it's implementing regulations (34CFR 361.52). See link below:

   http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html

5. *Integrated Employment*: Employment in which individuals with disabilities interact with non-disabled individuals (other than support staff) to the same extent that non-disabled individuals in comparable positions interact with other persons.

6. *Integrated Setting:*
   (i) With respect to the provision of services, means a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals other than non-disabled individuals who are providing services to those applicants or eligible individuals;
   (ii) With respect to an employment outcome, means a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals, other than non-disabled individuals who are providing services to those applicants or eligible individuals, to the same extent that non-disabled individuals in comparable positions interact with other persons. (34 CFR 361.5(b)(33))

7. *Successful Employment*: A client is considered to be successfully employed when they have entered or retained full-time or, if appropriate, part-time competitive employment in the integrated labor market, in supported employment, or any other type of employment, including self-employment, telecommuting, or business ownership, that is consistent with an individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
   1. When a client, who is in *competitive employment,* has been placed on the employer's payroll:
      1. The employment shall be consistent with the client's abilities, capabilities, interests, and informed choice;
      2. The employment shall be in the most integrated setting possible, consistent with the client's informed choice;

Disability Related Employment Services
DEFINITIONS

3. The client is no longer dependent on Vocational Rehabilitation for payment of supported employment services.

2. *Successful Employment* does NOT include: employment of an inmate within a correctional facility; employment in a non-integrated or sheltered setting; work under an On the Job Training (OJT) contract; involvement in a Work Experience Program or volunteer program; involvement in Job Corps; work for a Temporary Employment Agency unless this type of employment setting is the pre-identified client's goal.

8. *Successful Employment Retention* means:
   1. The client maintains successful employment for a period of at least 90 days after placement in successful employment.
   2. The client and the VR counselor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.
   3. When a client's employment is different from what was planned on the Individualized Plan for Employment, the counselor must agree that all closure criteria have been met.

Exhibit B

Disability Related Employment Services

CLIENT SERVICE PLAN

Section I: Basic Information

Date of Service Plan Meeting:
Client Name: Last: First:
Client's Guardian/Representative Name (if applicable):
Contractor's Name:
Contract Number: RSA Purchase Authorization Number
Contractor's Representative Present at Service Plan Meeting:
Counselor Present at Service Plan Meeting:

Section II: Assessment Summary

Client's vocational goal(s):
Is client seeking full or part-time employment? ☐ Full-time ☐ Part-time If part-time work is the goal, provide explanation? Work schedule preference (i.e. weekdays, weeknights, weekends, etc) :
Will the client require special accommodations or supports on the job? ☐ Yes ☐ No *If "Yes", please describe*:
Are there significant barriers that need to be addressed to ensure successful employment? ☐ Yes ☐ No *If "Yes", please describe:*
Client has received benefits counseling, if applicable: ☐ Yes ☐ No If "No", when will this be done and by whom?

Section III: Planned Services

Check applicable service type to be provided to the client:

- ☐ Track A: Job Development, Placement and Retention (Non-Supported Employment)
- ☐ Track B: Job Development, Placement and Retention (Supported Employment)
- ☐ Track C: Enclave Employment Support and retention
- ☐ Post Employment

Anticipated start date of service:

Exhibit B

Disability Related Employment Services

CLIENT SERVICE PLAN

Track A and B Outcome/Service	**Activities**	**Anticipated Number of Hours**	**Expected Completion Date**
Job Development and Placement	☐ Job market and wage analysis ☐ Job search skill development ☐ Identification of employers and job sites ☐ Negotiate position modifications (carve-out) with employer in order to accommodate client's needs ☐ Assistive technology and worksite modifications analysis and plan development ☐ Other (Specify):		
Successful Employment Retention	☐ Maintain on-going contact with client and employer to ensure job satisfaction and to assist in issue resolution as needed to achieve employment stability ☐ Other (Specify):		

Track C Outcome/Service	**Activities**	**Anticipated Number of Days**	**Expected Completion Date**
Enclave Support	☐ Support in a group setting with 2 or more clients supervised by contractor staff. ☐ Training and coaching support to achieve employment stability ☐ Other (Specify):		

Post Employment Outcome/Service	**Activities**	**Anticipated Number of Hours**	**Expected Completion Date**
Post Employment Services	☐ Job Replacement ☐ Job Retention Support ☐ Other (Specify):		

Section IV: Signatures

By signing this form:

- The Client and/or their guardian/representative, the Contractor and the Counselor, agree to work together as a team to achieve the client's successful employment specified in this document
- The Client and/or their guardian/representative, confirm that they fully understand the following :
  1. The Client's needs to be actively involved and working toward successful employment.
  2. The possible impact of employment on their SSI/SSDI benefits, and that it is their responsibility to report their earnings to the Social Security Administration (SSA) each month.

Client Signature (If not available, explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Counselor Signature:	Date:
Contractor Representative Signature:	Date:

Exhibit C

CODE OF CONDUCT

The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall adhere to the following:

1. Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.
2. Collaborate with RSA staff and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.
3. Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA staff assigned to the client's case.
4. Develop and maintain confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.
5. Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.
6. Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
7. NEVER:
   i. Engage in any form of intimate and sexual activity with an RSA client.
   ii. Enter into any business partnership with an RSA client.
   iii. Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.
   iv. Exploit the client's trust in the Contractor or its personnel for any purpose.
   v. Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

Exhibit D

CLIENT TRANSPORTATION REQUIREMENTS

1.1 The Contractor may provide transportation for the client, dependent(s) and/or care-givers for the purpose of the client's participation in service provision;

1.2 Transposition cost is the responsibility of the Contractor.

1.3 If the Contractor and/or its personnel provides its own vehicular transportation of clients, their dependents and/or care-givers, or uses a private provider or volunteer-driven vehicles to transport clients, their dependents and/or care-givers, in addition to the requirements specified in A.C.C. R9-20-212 and 213, and all applicable Federal, State and local laws, rules and regulations, the following shall apply:

1. No client, dependent and/or care-giver shall be transported in portions of the vehicles not constructed for the purpose of transporting people, such as truck beds, campers, or any trailered attachment to a motor vehicle;
2. Assist the client, dependent(s) and/or care-giver(s) to enter and exit the vehicle as is necessary;
3. Ensure that all individuals are properly seated and seat belts are securely fastened by means of age- and weight-appropriate restraints when the vehicle is in operation;
4. Child safety restraint seats shall be used in accordance with ARS § 28-907.
5. Ensure that client, dependent(s) and/or care-giver(s) do not stand or sit on the floor while the vehicle is in motion; Vehicle doors shall remain locked at all times when the vehicle is in motion;
6. Povide a safe vehicle loading and unloading area, away from moving traffic and hazardous obstructions;
7. Provide adapted vehicles for clients and/or care-givers with special mobility;
8. Escort all persons, under the age of 18 and without an adult in accompaniment, to their final destination and not leave them unattended.
9. Report any traffic accident involving any client, dependent and/or care-giver being transported by the Contractor, its transport contractor or contractor personnel, volunteers, or interns utilizing personal vehicles; The accident shall be verbally reported the same day of the occurrence to the referring ADES staff. A legible, written report of the accident shall be submitted within three (3) business days.

1.4 All vehicles used for this service shall:

1. Have valid registration and license plates.
2. Have at least the minimum level of insurance required by the State of Arizona.
3. Be constructed for the safe transportation of persons. All seats shall be securely fastened to the body of the vehicle.

1.5 Vehicles used to transport clients in wheelchairs shall be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.

1.6 Ensure the following:

1. Individuals providing transportation shall be a minimum of eighteen (18) years of age and possess a valid Operator's License or Chauffeur's License.
2. Verification of the driving record for any individual who will be providing transportation services to assure no revocation or suspension of his or her license within the last three (3) to five (5) years.
3. Provide an Identification Card to all persons providing transportation, whether paid or volunteer;

1.7 Contractor may utilize public transportation services for transporting the client alone, depending upon the age and developmental ability of the client to utilize this service on his/her own.

1. Payment for the public transportation service is the responsibility of the Contractor. The referring ADES staff must be in agreement with the use of public transportation prior to this occurring.

Exhibit E

Disability Related Employment Services

MONTHLY SERVICE REPORT

SECTION I: BASIC INFORMATION

Report Date:	**Report Date:** Month Year

Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Purchase Authorization Number:
Counselor Name:	

Check applicable service: Track A Track B Track C Post Employment Services (PES)

Job Development and Retention (Track A & B or PES) – Individual hours	# of hours authorized
Job Development and Placement (Track A & B) – Group hours	# of hours authorized
Enclave Employment Support and Retention (Track C)	# of days authorized

SECTION II: CLIENT PROGRESS UPDATE

Describe client progress in achieving Service Plan objectives. Include specific examples of progress:

Identify any issues that client is encountering or any concerns and/or recommendations:

Section II: Signatures

Client Signature (If not available, explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor's Signature:	Date:

1-26-11 vp

Disability Related Employment Services
MONTHLY SERVICE REPORT

SECTION III: SERVICE PROVISION

Date	Activities /Services Provided	Number of units
Job Development and Placement Services – Individual Hourly		
	Total	
Job Development and Placement Services – Group Hourly		
	Total	
Job Retention Services – Individual Hourly		
	Total	
Enclave Employment Support and Retention - Day		
	Total	
Post Employment – Individual Hourly		
	Total	

Exhibit F

Disability Related Employment Services

JOB PLACEMENT REPORT

SECTION I: BASIC INFORMATION

Report Date:

Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Purchase Authorization Number:
Counselor Name:	

SECTION II: EMPLOYMENT INFORMATION

Check applicable box: ☐ Individual Placement	☐ Group Placement
Check applicable box: ☐ Original Placement	☐ Change in Placement
Employment Start Date:	Date Job Placement Outcome Achieved (3rd day on job):
Job Title:	
Employer Name:	
Employer Contact Name and Title:	
Employer Address: Employer Phone:	
Hours worked per week:	Hourly Rate of Pay:
Benefits Available: ☐ Yes ☐ No If yes, please indicate: ☐ Health Insurance ☐ Sick Leave ☐ Vacation ☐ Retirement/Pension Plan	Are the wages and level of benefits the same or more than that paid by the employer for same or similar work performed by non-disabled individuals? ☐ Yes ☐ No Specify verification source:
Job Duties:	
Job modifications? ☐ Yes ☐ No ☐ Not Applicable If yes, please describe:	

SECTION III: SIGNATURES

Client Signature (If not available, please explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor's Signature:	Date:

1-26-11 vp

Exhibit G

Disability Related Employment Services

SUCCESSFUL EMPLOYMENT RETENTION REPORT

Section I: Basic Information

Report Date:

Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Authorization Number
Counselor Name:	

Section II: Employment Information

Employment Start Date:	Date Successful Employment Retention Outcome Achieved:
Job Title:	
Employer Name:	
Employer Contact Name and Title:	
Employer Address: Employer Phone:	
Hours worked per week:	Hourly Rate of Pay:
Benefits Available: ☐ Yes ☐ No If yes, please indicate: ☐ Health Insurance ☐ Sick Leave ☐ Vacation ☐ Retirement/Pension Plan	Are the wages and level of benefits the same or more than that paid by the employer for same or similar work performed by non-disabled individuals? ☐ Yes ☐ No Specify verification source:
Job Duties:	
Job modifications? ☐ Yes ☐ No ☐ Not Applicable If yes, please describe:	

Client is receiving ongoing Extended Supported Employment Services: ☐Yes ☐ No If "yes", please indicate : Date services started Provider Name

Client confirms that he/she has been successfully working in a job consistent with his/her selected vocational goal, abilities, capabilities, interests, and informed choice, for at least 90 days, that their employment goal has been reached, and that they are satisfied with their job/career. ☐Yes ☐ No

Section III: Signatures

Client Signature (If not available, explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor's Signature:	Date:

1-26-11 vp

Exhibit H

Disability Related Employment Services

SERVICE CLOSURE REPORT

SECTION I: BASIC INFORMATION

Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Purchase Authorization Number:
Counselor Name:	
Client Received Services Under (check one): Track A: ☐ Track B: ☐ Track C: ☐ Post Employment: ☐	

SECTION II: REASON FOR SERVICE CLOSURE

Date Case Closed to Contractor:

Reason services are ending and case is closing to contractor:

Services were successful:

☐ Client achieved successful employment retention

Services were unsuccessful or not completed:

☐ Client was not satisfied with the service provision and requested another contractor

☐ Client moved out of service area

☐ Client dropped out of services due to health issues

☐ Client was incarcerated

☐ Contractor lost contact with client

☐ Client circumstances have changed and they no longer wish to pursue employment services

☐ Contractor can no longer serve client due to organization or business changes

☐ Contractor no longer willing to work with client

☐ RSA determined services no longer appropriate

☐ Other reason for closure (specify):

Comments:

SECTION III: SIGNATURES

Client Signature (If not available, please explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor Representative Signature:	Date:

1-26-11 vp

Exhibit I

Disability Related Employment Services

QUARTERLY REPORT

Date Report Submitted	
Reporting Calendar Quarter	From To
Contractor Name	
Contract Number	

Client's First Name	Client's Last Name	Last 4 Digits of SSN#	Track A, B, C or *PES	**Date Referral Received	Total Hours of Pre-placement Services Provided	Date of Job Placement Outcome	Total Hours of Preplacement Services Provided	Date of Successful Employment Retention Outcome

* PES=Post Employment Services

** Required field =enter past dates for clients transferred from previous contract (s)

1-26-11 vp

Exhibit J

CONTRACTOR INVOICE FORM

Date:

Calendar month covered in this billing: to

If billing for an outcome, indicate specific date outcome achieved:

Contractor's name and address:	
Contractor's Phone Number:	Contractor's Fax Number:
Contract Number:	
Contractor's FEI or SSN Number:	
RSA client's name:	

RSA Authorization Number:

Service *	Service Unit	Number of Service Units	RSA Fee per Service Unit $	Total Billing Amount

* Attach all required reports

"This invoice is a true and accurate account of the services listed on this statement for the time period specified; this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review." The invoice shall be signed and dated by the person authorized to submit invoices for the Contractor.

Name, title, phone number and address of the Contractor has designated person who prepared this form:

Name:_____ Title: _____

Phone Number:

Signature: _____

Attachment
REQUEST FOR SEARCH OF
CENTRAL REGISTRY FOR BACKGROUND CHECK

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information.
The information contained in the Central Registry for Background Check and any attached files shall be used as **one factor** to determine qualifications for persons applying for contracts with this state, including employees of the potential contractor, for positions that provide direct service to children or vulnerable adults. The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.

PLEASE FILL OUT THE INFORMATION BELOW:

Offeror or Contractor Name (Print):		
Solicitation Number:	ADES RSA Fee Schedule	Contract Number: ADES Disability Related Employment Services
Phone Number:		
Mailing Address:		
Email Address:		
Name of Person Authorized to Submit Request (Print):		
Signature of Requester:		
Date of Request:		

NOTE for OFFEROR/CONTRACTOR:
Mail your completed central registry request to:

DCYF Contracts Unit
Attention: CENTRAL REGISTRY REQUEST
Arizona Department of Economic Security
1789 W. Jefferson, SITE CODE 940A
Phoenix, AZ 85007

or **Fax** to CENTRAL REGISTRY REQUEST 602-542-3330

or **Email** (encrypted) to DCYFCentralRegistryCheck@azdes.gov

FYI, results of this check will be either

1. EMAILED to email address above if all names are cleared; or
2. MAILED to the requester with information on employees who are found to have substantiated reports.

Internal Use Only;
For Solicitations Only: DES Designated Staff (Office of Procurement):

For Active Contracts: DES Designated Staff (Program):

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Employee Information (Print)	Employee Information (Print)
Name	**Name**
Alias (previously used names)	**Alias (previously used names)**
Date of Birth	**Date of Birth**
Social Security Number	**Social Security Number**
INTERNAL DES USE ONLY: Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY**: Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

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DISQUALIFICATION ACTS
A person is disqualified from providing services to DES clients in a direct service position if he/she is identified as a subject of a substantiated report for any of the following.

Death of a Child Due to Abuse
24 Child death due to alleged abuse or suspicious death
111 Death of a child due to physical abuse or suspicious death
Death of a Child Due to Neglect
24 Child death due to alleged neglect or suspicious death
101 Death of a child due to neglect
Physical Abuse, High Risk
25 Injuries requiring emergency medical treatment
27 Child age 24 months is shaken (shaken baby syndrome)
201 Physical abuse high risk
Physical Abuse, Moderate Risk
45 Injuries may require medical treatment
202 Physical abuse moderate risk
Neglect, High Risk
33 Untreated life threatening condition, Infant Doe, Non-organic FTT
37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
38 Neglect results in injury/illness requiring emergency medical treatment
39 Imminent harm to child due to health or safety hazards in living environment/exposure to the elements
40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment
43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
301 Neglect, high risk
Neglect, Moderate Risk
50 Living environment presents health or safety hazards to a child under the age of six
51 Sexual conduct/physical injury between children due to inadequate supervision
55 Child diagnosed by mental health professional with behavior consistent with emotional abuse
56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week
302 Neglect, moderate risk
Sexual Abuse, High Risk
41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days
42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined
401 Sexual abuse, high risk
Sexual Abuse, Moderate Risk
54 Sexual behavior within the past 8-14 days
403 Sexual abuse, moderate risk
Emotional Abuse, Moderate Risk
502 Emotional abuse, moderate risk

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

PROVIDER INFORMATION

Legal Business Name		
Doing Business As		Tax Identification Number
Mailing Address(City State Zip Code)		
Remit To/ Billing Address (City State Zip Code), if different than mailing address		
Contact Name and Title		
Phone Number	Fax Number	E-mail
Video Phone	Website	TTY Number
Name and Title of Authorized Signatory:		

SERVICE INFORMATION

Check service type you propose to provide:

☐ Track A: Job Development, Placement and Retention (Non-Supported Employment)
- ☐ Job Development, Placement and Retention-Individual
- ☐ Job Development, Placement-Group

☐ Track B: Job Development, Placement and Retention (Supported Employment)
- ☐ Job Development, Placement and Retention-Individual
- ☐ Job Development, Placement-Group

☐ Track C: Enclave Support and Retention

☐ Post Employment Services

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services. The service shall be provided in the entire county you selected.

☐ Statewide	☐ Apache	☐ Cochise	☐ Coconino	☐ Gila	☐ Graham	☐ Greenlee	☐ La Paz
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinal	☐ Santa Cruz	☐ Yavapai	☐ Yuma

Service Location is a physical location where client intake and other employment services are conducted. This does not incude enclave/work sites. If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County)		
Telephone Number	Fax Number	Email address
Contact Person's Name		
Days And Hours Of Operation		

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

List the Staff and/or Subcontractors who provide direct client services at this location:

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
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	S☐ E☐		

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

INSTRUCTIONS

Legal Business Name: This is the name and address that is reported to the Internal Revenue Service (IRS) for tax reporting purposes.

Contact Person. The name, title, telephone number and e-mail address of the authorized person(s) who should be contacted to answer questions regarding this Application.

Doing Business As. The "doing business as" (DBA) name may be different from the legal business name reported above. The "doing business as" name is the name the supplier is generally known by to the public.

Tax Identification Number. The Tax Identification Number issued by the IRS for the provider completing this form. This is the number issued by the IRS and used to report tax information to the IRS. If a sole proprietor, Social Security Number may be used.

Qualifications Information. The name(s) of all licenses that you have that allows you to operate the business or provide services for which you applied. List organizations that have accredited your company, or from which you have applied for accreditation; Indicate specific area (s) in which you are accredited. A copy of all licenses, certifications or accreditations shall be submitted along with the Application.

Sanctions - Disclose information about any current or past (within last five years) legal actions, sanctions, or debarments for which you were involved. Sanctions would include, but are not limited to, debarment from any Federal program or state programs. This includes any actions taken against any member of the board of directors, chief corporate officers, high-level employees, affiliated companies, network members or subcontractors. Provide additional information regarding any previous or current sanctions.

Facility Location and Staffing Chart
Indicate all physical addresses where you provide this service. Post office boxes and drop boxes are not acceptable for physical addresses. The physical address(s) must be the actual address(s) where you conduct business with customers. Address(s) must be the address(s) where customers can contact you directly. Please use only postal abbreviations. Zip code and telephone number (with area code) must be included. Providers with multiple locations: Facility Location Chart must be completed for each location.

ARF-505 **Regular Agenda Item Item #: 3- I**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Darryl Griffin, IT Director	Submitted By:	Kaycee Stratton, Asst County Manager/Library District
Department:	Asst County Manager/Library District		
Division:	Information Technology		
Fiscal Year:	2011	Budgeted?:	Yes
Contract Dates Begin & End:	n/a		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:			

Information

Request/Subject

State Homeland Security Grant Program Application with the Arizona Department of Homeland Security.

Background Information

The goal of the SACCNet project is to provide a region and statewide Intranet Communication Cloud for government data communications utilizing a private network based on TCP/IP and MPLS Technology. Currently there is no statewide communication network (other than the unsecure Internet) in place to handle government data and emergency communications. Through the SACCNet project a statewide network is being created to handle all government data and emergency communications. This not only creates a secure network but provides great cost savings eventually eliminating Point-2-Point costly circuits for Point-2-Multipoint connections. Through this network dispatch centers, voice communications, video training, and enhanced law enforcement databases can be securely connected. The goal of this grant request is to provide a County connection to the already established SACCNet network set to go online this summer 2011.

Evaluation

All of the (4) objectives are embodied in the SACCNet Project and its county/statewide goal:
1) Encourage information flow between the Arizona Counter Terrorism Information Center (ACTIC) and first responder and other essential personnel. (Provide a secure data and voice channel to disseminate information.)
2) Assist the ACTIC in developing and disseminating an information flow model for non-first responder personnel across the state. (Provides a statewide Data Network to disseminate information)
3) Facilitate efforts to enhance electronic information systems, such as the Homeland Security Information Network (HSIN), across Arizona that link to ACTIC to integrate and share intelligence. (Primary Goal)
4) Support the information and data sharing linkages (such as AZLINK) between ACTIC and Arizona's Federal, (Supports both AZLink and Spillman Insight project with Isolated secure data channels in a hi-speed private Intranet network.)

Conclusion

The SACCNet project is to provide a region and statewide Intranet Communication Cloud for government data communications utilizing a private network based on TCP/IP and MPLS Technology. Currently there is no statewide communication network (other than the unsecure Internet) in place to handle government data and emergency communications. Through the SACCNet project a statewide network is being created to handle all government data and emergency communications. This not only creates a secure network, but provides great cost savings eventually eliminating Point-2-Point costly circuits for Point-2-Multipoint connections. Through this network Dispatch Centers, Voice Communications, Video Training, and enhanced law enforcement databases can be securely connected. The goal of this grant request is to provide a County connection to the already establish SACCNet network set to go online this summer 2011.

There are no County matching funding requirements associated with this grant application and it will be sustainable by converting higher cost T1 bandwidth to New Multi Protocol Label Switched Network.

Recommendation

The IT Director recommends approval of ratification of submittal of State Homeland Security Grant Program in the amount of $39,612 for a secondary microwave drop with no matching funds.

Suggested Motion

Information/Discussion/Action to ratify the Board of Supervisors' approval for the submission of a State Homeland Security Grant Program Application by the Information Technology Department to the Arizona Department of Homeland Security in the amount of $39,612 for a secondary microwave drop to be installed at the Gila County Public Works Administration building located at 745 N. Rose Mofford Way in Globe. **(Darryl Griffin)**

Attachments

Link: State Homeland Security Grant Program Application

NTAS NO ACTIVE ALERTS www.DHS.gov/alerts

W3C XHTML 1.0

Application Submission Confirmation

Thank you for your submittal. The application is currently being reviewed by AZDOHS.
Your application confirmation code is: **AZDOHS-11425E205**

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: **Applicant:** Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Seconda

Grant Program: SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

PROJECT ADMINISTRATIVE PAGE

1. Applicant Gila County Information Technology

Applicant Address:

Mailing Address: 1400 E. Ash St.

Mailing Address Continued:

City/State/Zip: Globe (City) | AZ (State) | 85501 (Zip Code)

Head of Agency: Chairma (Title) | Michael (First Name) | Pastor (Last Name)

Phone #: 928-402-8753

Cell Phone #: 928-200-8130

E-Mail Address: mpastor@gilacountyaz.gov

Agency's Point of Contact Information: I.T. Direc (Title) | Darryl (First Name) | Griffin (Last Name)

Phone #: 928-402-8774

Cell Phone #: 928-200-4524

E-Mail Address: dgriffin@gilacountyaz.gov

2. Organization Type County

Specify

3. Region or Entity: East Region

Program Initiatives

4a. SHSGP, MMRS, CCP: Arizona Infrastructure Protection Program Implementing NIF

4b. Phoenix UASI: Choose Initiative

4c. Tucson UASI: Choose Initiative

5. Total Dollar Amount Requested: $39,612

6. Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project. To learn more about the strategy visit this website: http://www.azdohs.gov/Grants/SHSS.asp
http://www.azdohs.gov/Grants/SHSS.asp

1.5.0 Increase Arizona's Capability to Share and Disseminate Intelligence and Information / Interoperable Data; 1.2.2

7. Identify the primary National Priority that is supported by this project from the drop down box below.

NP3. Implement the National Infrastructure Protection Plan (NIPP)

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc..

New for this region, Part of a Counties Statewide Inititive initiated by Eastern Region FFY2009

9. Can partial funding be accepted for this project? If so, at what specific dollar amount(s), and be sure to list the order of priority?

No; Project funding is for the base core communication equipment and connection for this drop. Reduced funding will not provide adequate funds to complete project demarc and provide a secure enviroment

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.

[Gila County], (List all Cities, town, and districts that would be benefitted by communications in your county) The SACCNet project has been established as a [Gila County] strategic initiative and emergency services project for the county.

11. Does this project require an Environmental and Historical Preservation (EHP) review (e.g.. includes any ground disturbance or activity on 50 year old buildings)? (Yes or No)
http://www.fema.gov/plan/ehp/ehplaws/nepa.shtm#0 No

APPROVAL PROCESS

The signatures below verify the approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

	Typed Name	Signature
Project Point of Contact or Agency's Authorized Individual	Darryl Griffin	
AZDOHS Strategic Planner or Assistant Director Planning & Preparedness		

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondar

PROJECT NARRATIVE

12. Provide a summary description (scope of work) for this project as well as a description of the need. Please be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under item 4. ***The character limit for this section is 1,000. Please avoid using any special characters such as a hyphen or apostrophe.***

SACCNet Secondary Commuication Drop with Equipment. The SACCNet Project initiated by the Eastern Regional Advisory Council in FFY2009 to create a communication Network for Emergency Services, Dispatch Communications, Secure Data communications and County to County exchange of data to insure the continuity of government. Licensed Microwave IP based Comercial communication between counties for VoIP, Video, IPICS, Secure Data, Moto-bridge, and training. SACCNet Intranet is divided into a communication Freeway with multiple secure service lanes for specific services. A Trunked IP Cloud utilizing MPLS technology to provide multiple IP lanes on the SACCNet freeway. MISSION: SACCNet, a Statewide Strategic Communication Initiative to provide a Secure County to County Video/Voice/Data Network to County & State Government, while providing redundant Telco & Data communications throughout the State of Arizona to the Public/Private sector.

13. Explain in detail the sustainability plan for this project.

Re-occurring fee generated by converting current Point -2- Point Communication Circuits to the SACCNet Cloud Point -2- Multipoint. The redirection of current communications fees being used for Point-2-Point communications is redirected to this project. Also a SACCNet Services Fund is establish to create a resource fund to provide maintenance, updates and services on the network.

14. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding. ***The character limit for this section is 1,000. Please avoid using any special characters such as a hyphen or apostrophe.***

Currently the SACCNet core infrastructure (Route Reflector, ASR Routers, Firewalls, VoIP, Moto-bridge, Intranet, Service Clouds, Freeway, etc.) has been created, all equipment purchased and configured. Two of the (4) initial counties are connected and an additional (5) counties will be connected by June, 2011 including Arizona Department of Administration, Az office of the Supreme Courts. This will Include, Graham, Greenlee, Gila, Pinal, Maricopa, Pima, and Apache (year- end) Counties. Based on FFY2011 AZDoHS funding for the remaining counties, all 15 Counties will be connected by March 2012. This grant

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

Grant #: **Applicant:** Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondary)

The following document(s) have been completed and submitted with the application.

Check if Completed

Grant Workbook

- ☑ -Project Administrative Page (Questions 1 thru 11)
- ☑ -Project Narrative (Questions 12 & 14)
- ☑ -Project Justification (Questions 15 & 16)
- ☑ -Target Capabilities (TCA, Questions 17 & 18)
- ☑ -Milestones (Question 19)

Please be sure to only complete the following worksheets that pertain to your project.

- ☑ -Equipment Budget Detail Worksheet
- ☑ -Equipment Budget Narrative
- ☐ -Training Budget Detail Worksheet
- ☐ -Training Budget Narrative
- ☐ -Exercise Budget Detail Worksheet
- ☐ -Exercise Budget Narrative
- ☐ -Planning Budget Detail Worksheet
- ☐ -Planning Budget Narrative
- ☐ -M&A Budget Detail Worksheet
- ☐ -M&A Budget Narrative
- ☐ -Organization Budget Detail Worksheet
- ☐ -Organization Budget Narrative
- ☐ -Memorandum of Understanding (if applicable)

Please check the following boxes if

- ☑ -Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

http://www.fema.gov/nimscast/index.jsp

- ☑ -Your agency is registered with and participating in E-Verification Program

For more information on E-Verify

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

The following tabs MUST be completed

- ☑ -Standard Data Collection Form
- ☑ -Financial System Survey
- ☑ -Budget Summary
- ☑ -Project Summary

The due date for this application is March 28, 2011 at 5:00PM. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

http://www.azdohs.gov/application2011.asp

Central Region, Phoenix and Tucson UASI	North and South Regions	East and West Regions	State Agencies
Susan Dzbanko 602-542-1777 sdzbanko@azdohs.gov	Huma Haroon 602-542-7012 shharoon@azdohs.gov	William Seltzer 602-542-7044 wseltzer@azdohs.gov	Lisa Hansen 602-542-7014 lhansen@azdohs.gov

Grant Timeline

March 28, 2011 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS

March 28 - April 1, 2011 AZDOHS reviews grant applications

April 1 - April 15, 2011 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS

TBD - AZDOHS Applications due to Federal DHS
On or before September 2011 - Awards will be made to local jurisdictions and state agencies

Grant Period - Start date will be determined by the date on the official award notice to Arizona from U.S. DHS. The local jurisdictions grant award period will not exceed 12 months

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Seconda

PROJECT JUSTIFICATION

15. Explain how this project supports the State Homeland Secuirty Strategy. Please be sure to include how this project fits into one (or more) of the State Initiatives. Please refer to the "PROJECT ADMIN TAB" under Item 4. Please provide any additional justification that supports this project. *The character limit for this section is 1,000. Please avoid using any special characters such as a hyphen or apostrophe.*

To learn more about the State Homeland Security Strategy, please refer to the following website:
http://www.azdohs.gov/Grants/SHSS.asp

All of the (4) objective are embodied in the SACCNet Project and its County/State wide goal;
1.5.1 Encourage information flow between the Arizona Counter Terrorism Information Center (ACTIC) and first responder and other essential personnel. (Provide a secure data and voice channel to disminate information)
1.5.2 Assist the ACTIC in developing and disseminating an information flow model for non-first responder personnel across the state. (Provides a statewide Data Network to disseminate information)
1.5.3 Facilitate efforts to enhance electronic information systems, such as the Homeland Security Information Network (HSIN), across Arizona that link to ACTIC to integrate and share intelligence. (Primary Goal)
1.5.4 Support the information and data sharing linkages (such as AZLINK) between ACTIC and Arizona's Federal, (Supports both AZLink and Spillman Insight project with Isolated secure data channels in a hi-speed private Intranet network.)

16. Please describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how the current capabilities of your organization will be impacted or enhanced as a result of this grant? *The character limit for this section is 1,000. Please avoid using any special characters such as a hyphen or apostrophe.*

The goal of the SACCNet project is to provide a region and statewide Intranet Communication Cloud for government data communications utilizing a private network based on TCP/IP and MPLS Technology. Currently there is no statewide communication network (other than the unsecure Internet) in place to handle government data and emergency communications. Through the SACCNet project a statewide network is being created to handle all government data and emergency communications. This not only creates a secure network but provides great cost savings eventually eliminating Point-2-Point costly circuits for Point-2-Multipoint connections. Through this network Dispatch Centers, Voice Communications, Video Training, and enhanced law enforcement databases can be securely connected. The goal of this grant request is to provide a county connection to the already establish SACCNet network set to go online this summer 2011.

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant: Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Second

TARGET CAPABILITIES ASSESSMENT

17. From the 37 Target Capabilities please identify, from the drop down menu, no more than three Target Capabilities supported by this project in priority order. Then enter the proposed amount of funding to be obligated for each Target Capability from this project. To access the Target Capabilities List click on the link below.

http://www.fema.gov/pdf/government/training/tcl.pdf

Intelligence/Information Sharing and Disseminati	Enter Amount:	$39,612
Choose Target Capabilities	Enter Amount:	$0
Choose Target Capabilities	Enter Amount:	$0

This amount should equal the total amount being requested for this project. $39,612

18. Describe how the previously selected target capabilities will support this project and address the identified risks in the region.

Currently all rural data communications, reporting and emergency services coordination is handled over unsecure Internet connections that are subject to interruptions, especially during a crisis. Creating a isolated secure private emergency services Intranet Cloud throughout the state we can insure the continuity of government during emergencies. Since the Internet is an un-monitored and highly compromised system a dependency on it is irresponsible as a state. Even the U.S. government has indicated the Internet will be attacked in the near future to the point of interrupting services. As a state we must develop a network to provide dissemination of information and data, providing for communications during emergency and day to day operations.

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondai

MILESTONES

19. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome, explain a potential challenge that may be encountered in the pursuit of achieving the milestone and the corrective action taken to mitigate the challenge. Finally please be sure to include the projected start and end dates. Please note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2011 - September 2012. Please note, extensions will only be considered under extenuating circumstances. Please be sure to enter dates in this format "MM/DD/YYYY". *Please avoid using any special characters such as a hyphen or apostrophe.*

Milestone 1

Description:	Start Date	End Date
Order MPLS Network Equipment to be installed at county demark location to create secure encrypted link into the SACCNet system.	10/31/2011	12/31/2011

Milestone 2

Description:	Start Date	End Date
Install Secondary Microwave demark location with Commercial Carrier	11/1/2011	03/31/2012

Milestone 3

Description:	Start Date	End Date

Milestone 4

Description:	Start Date	End Date

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant: Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Sec

EQUIPMENT - BUDGET NARRATIVE

Budget Description: List each item from your budget worksheet pages in the same order in which they will be listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. **For this budget narrative please be sure to include any and all items that can be found on the AEL.** Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov or (602) 542-7041.

The most current AEL can be found on the **FEMA Responder Knowledge Base** on line at the following link on the https://www.rkb.us/FEMAGrants/DisplayFEMAGrants.cfm

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project. 1.5.0

Brief Description and Utilization:

The budget consist of 3 primary components at each demark. 1st is the IP Cloud and installation of the Microwave MPLS Demark's at facility installed by common broadband commercial carrier. One time installation fee to establish MPLS network. 2nd Network Communications equipment, Cloud Demark transition point (Switches, security, MPLS). 3rd, Voice over IP phones to create direct connections between EOC Room, Dispatch Centers and other emergency services facilities.

AEL #	Item Description	Quantity Requested	Cost	Total Cost
06CP-04-WADN	Installation Microwave Link Common Carrier 25Mb	1	$25,000	$25,000
06CP-02-BRDG	MPLS Switch, w/Encryption, 24 port Ethernet Mod. and Firewall	1	$12,157	$12,157
06CP-05-BRAC	(2) VoIP IP Phone Set for Dispatch Center and EOC Room	1	$1,955	$1,955
21GN-00-INST	Equipment Configuration and Setup	1	$500	$500
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
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1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
			Total	$39,612

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Se

EQUIPMENT - BUDGET DETAIL WORKSHEET

Equipment Type	Discipline Group	Whole Dollars
4 Information Technology	Governmental / Administrative	$39,612
CHOOSE EQUIPMENT TYPE	Click Discipline	$0
CHOOSE EQUIPMENT TYPE	Click Discipline	$0
CHOOSE EQUIPMENT TYPE	Click Discipline	$0
CHOOSE EQUIPMENT TYPE	Click Discipline	$0
CHOOSE EQUIPMENT TYPE	Click Discipline	$0
CHOOSE EQUIPMENT TYPE	Click Discipline	$0
CHOOSE EQUIPMENT TYPE	Click Discipline	$0
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CHOOSE EQUIPMENT TYPE	Click Discipline	$0
CHOOSE EQUIPMENT TYPE	Click Discipline	$0
CHOOSE EQUIPMENT TYPE	Click Discipline	$0
CHOOSE EQUIPMENT TYPE	Click Discipline	$0
EQUIPMENT TOTAL FOR PROJECT		$39,612

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: | Applicant: Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondary)

TRAINING - BUDGET NARRATIVE AND BUDGET DETAIL WORKSHEET

All training must be in accordance with and approved by State Training POC, prior to any contracted services with training provider.

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

FEMA Approved Training Class and Course Number andTitle and/or Training Event:
https://www.firstrespondertraining.gov

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Site, 5) Estimated Number of Particpants.

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mission Area: Choose Mission Area | Training Level: Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

Section 2

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

FEMA Approved Training Class and Course Number andTitle and/or Training Event:
https://www.firstrespondertraining.gov

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Site, 5) Estimated Number of Particpants.

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mission Area: Choose Mission Area | Training Level: Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

Section 3

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

FEMA Approved Training Class and Course Number andTitle and/or Training Event:
https://www.firstrespondertraining.gov

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Site, 5) Estimated Number of Particpants.

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mission Area: Choose Mission Area

Training Level: Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

Section 4

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

FEMA Approved Training Class and Course Number andTitle and/or Training Event:
https://www.firstrespondertraining.gov

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Site, 5) Estimated Number of Particpants.

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mission Area: Choose Mission Area

Training Level: Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

Section 5

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

FEMA Approved Training Class and Course Number andTitle and/or Training Event:
https://www.firstrespondertraining.gov

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Site, 5) Estimated Number of Particpants.

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mission Area: Choose Mission Area

Training Level: Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

Section 6

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

FEMA Approved Training Class and Course Number andTitle and/or Training Event:
https://www.firstrespondertraining.gov

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Site, 5) Estimated Number of Particpants.

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mission Area: Choose Mission Area

Training Level: Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

Section 7

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

FEMA Approved Training Class and Course Number andTitle and/or Training Event:
https://www.firstrespondertraining.gov

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Site, 5) Estimated Number of Particpants.

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mission Area: Choose Mission Area

Training Level: Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

Section 8

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

FEMA Approved Training Class and Course Number andTitle and/or Training Event:
https://www.firstrespondertraining.gov

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Site, 5) Estimated Number of Particpants.

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mission Area: Choose Mission Area

Training Level: Choose Training Level

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	$0	$0	$0	$0	$0	
Total Cost for All Deliveries	$0	$0	$0	$0	$0	$0

TOTAL TRAINING COSTS	$0	$0	$0	$0	$0	$0

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant: Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secon

EXERCISE - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they will be listed on the proceding page. **Each exercise event must be explained in detail.** Each allowable Exercise Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.) All Equipment associated with Exercise must be listed on the "Equipment Budget Narrative" page only.** ***The character limit for this section is 1,000***.

Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following website:
http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

All exercises must be in accordance with HSEEP Guidelines, that can be found at the following website:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: **Applicant:** Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACC

EXERCISE - BUDGET DETAIL WORKSHEET

Must be conducted in accordance with the Homeland Security Exercise Evaluation Program (HSEEP)

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
$0	$0	$0	$0	$0	$0	$0

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
$0	$0	$0	$0	$0	$0	$0

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	
$0	$0	$0	$0	$0	$0	$0

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
$0	$0	$0	$0	$0	$0	$0

STATE OF ARIZONA
Department of homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant: Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondar

PLANNING - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they will be listed on the proceding page. **Each Planning Activity event must be explained in detail. Please be sure to refer to link below for additional guidance and detailed information on allowable planning expenses/activates.** Each allowable Planning Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.) All Equipment associated with Planning must be listed on the "Equipment Budget Narrative" page only.** ***The character limit for this section is 1,000.***

Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following location:
http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

Management & Administration and Planning Information:
http://www.azdohs.gov/Documents/Grants/HSGP_MAandPlanning1210.pdf

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant: Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondary)

PLANNING - BUDGET DETAIL WORKSHEET

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
$0	$0	$0	$0	$0	$0

Select Associated Staff, Contractor, or Consultant Costs: Choose Planning Cost For Staff, Contractors, Consultants

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
$0	$0	$0	$0	$0	$0

Select Associated Staff, Contractor, or Consultant Costs: Choose Planning Cost For Staff, Contractors, Consultants

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
$0	$0	$0	$0	$0	$0

Select Associated Staff, Contractor, or Consultant Costs: Choose Planning Cost For Staff, Contractors, Consultants

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
$0	$0	$0	$0	$0	$0

Select Associated Staff, Contractor, or Consultant Costs: Choose Planning Cost For Staff, Contractors, Consultants

PLANNING SUBTOTALS

					Total
$0	$0	$0	$0	$0	$0

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant: Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondar

ORGANIZATION - BUDGET NARRATIVE

List each item from the "ORGANIZATION BDWS" in the same order in which they will be listed on the proceding page. Each ORGANIZATION Activity must be explained in detail. Each allowable ORGANIZATION Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.) **All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only.** ***The character limit including spaces for this section is 1,000.***

Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following website: http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: **Applicant:** Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondary)

ORGANIZATION - BUDGET DETAIL WORKSHEET

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red	Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
$0	$0	$0

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red	Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
$0	$0	$0

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red	Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
$0	$0	$0

TOTAL ORGANIZATION COSTS	$0	$0	$0
TOTAL COSTS			$0

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant: Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondar

MANAGEMENT AND ADMINISTRATION - BUDGET NARRATIVE

List and describe each item from your budget worksheet pages in the same order in which they will be listed on the proceding page. Each M&A Activity event must be explained in detail. Each allowable M&A Expense Category must be listed and a brief description provided of each item and how it will be utilized. Please refer to the link below for further clarification concerning allowable M&A costs. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.) Travel, Lodging and Per Diem based on Arizona Financial Guide. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. If "Other Authorized Equipment" was annotated, specify the equipment here. ***The character limit for this section is 1,000.***

The most current AEL can be found on the **FEMA Responder Knowledge Base** on line at the following link:
https://www.rkb.us/FEMAGrants/DisplayFEMAGrants.cfm

Management & Administration and Planning Information:
http://www.azdohs.gov/Documents/Grants/HSGP_MAandPlanning1210.pdf

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant: Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secon

MANAGEMENT AND ADMINISTRATION - BUDGET DETAIL WORKSHEET
(M&A COSTS ARE LIMITED TO 5% OF THE TOTAL AMOUNT OF THE PROJECT AWARD)
(M&A COSTS ARE NOT APPLICABLE FOR STATE AGENCIES)

Backfill Overtime	Personnel Contractors Consultants	Collection Plan Development for DHS Data Calls	Travel Lodging Per Diem	Meeting Expenses	Authorized Office Equipment	Recurring Equipment Fees Space Rental	Total
$0	$0	$0	$0	$0	$0	$0	$0

Backfill Overtime	Personnel Contractors Consultants	Collection Plan Development for DHS Data Calls	Travel Lodging Per Diem	Meeting Expenses	Authorized Office Equipment	Recurring Equipment Fees Space Rental	Total
$0	$0	$0	$0	$0	$0	$0	$0

								Total
M & A SUBTOTALS:	$0	$0	$0	$0	$0	$0	$0	$0

STATE OF ARIZONA
Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant: Gila County Information Technology

Project Title: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secon

APPLICATION - SUMMARY

FUNDING CATEGORIES	WHOLE DOLLARS
EQUIPMENT	$39,612
TRAINING	$0
EXERCISE	$0
PLANNING	$0
ORGANIZATION	$0
M & A	$0
APPLICATION TOTAL	$39,612

mbe
nber:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

Project Summary

Local Unit of Government:	Gila County Information Technology
Award Amount:	mpastor@gilacountyaz.gov
Project Title:	[Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondary)
Project Description:	SACCNet Secondary Communication Drop with Equipment. The SACCNet Project initiated by the Eastern Regional Advisory Council in FFY2009 to create a communication Network for Emergency Services, Dispatch Communications, Secure Data communications, and County to County exchange of data to insure the continuity of government. Licensed Microwave IP based Comercial communication between counties for VoIP, Video, IPICS, Secure Data, Moto bridge, and training. SACCNet Intranet is divided into a communication Freeway with multiple secure service lanes for specific services. A Trunked IP Cloud utilizing MPLS technology to provide multiple IP lanes on the SACCNet freeway. MISSION: SACCNet, a Statewide Strategic Communication Initiative to provide a Secure County to County Video/Voice/Data Network to County & State Government, while providing redundant Telco & Data communications throughout the State of Arizona to the Public/Private sector.
Project Type:	Develop/enhance interoperable communication systems
Primary Target Capability:	Intelligence/Information Sharing and Dissemination
HSGP Investment Supported:	Strengthen Communications Collaboration
HSGP Primary Goal:	Goal 1 - Enhance Arizona's Common Capabilities
HSGP Objective:	Continue to enhance and refine Arizona's homeland security, emergency response and community preparedr planning efforts to
Phoenix UASI Investment Supported:	Strengthen Communications Collaboration
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Tucson UASI Investment Supported:	Strengthen Communications Collaboration
Tucson UASI Primary Goal:	Choose a Tucson UASI Goal
Tucson UASI Objective:	Choose a Tucson UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2011 Budget Summary

Grant Number:

Application Number:

Allowable Planning Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	$0	$0	$0	$0	$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	$0	$0	$0	$0	$0	Click Discipline
Developing related terrorism prevention activities	$0	$0	$0	$0	$0	Click Discipline
Developing and enhancing plans and protocols	$0	$0	$0	$0	$0	Click Discipline
Developing or conducting assessments	$0	$0	$0	$0	$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	$0	$0	$0	$0	$0	Click Discipline
Conferences to facilitate planning activities	$0	$0	$0	$0	$0	Click Discipline
Materials required to conduct planning activities	$0	$0	$0	$0	$0	Click Discipline
Travel/per diem related to planning activities	$0	$0	$0	$0	$0	Click Discipline
Overtime and backfill costs (IAW operational Cost Guidance)	$0	$0	$0	$0	$0	Click Discipline
Planning Totals	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Allowable Organizational Activities	**SHSGP**	**UASI**	**MMRS**	**CCP**	**LETPA**	**Choose Primary Discipline**
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	$0	$0	N/A	N/A	$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	$0	$0	N/A	N/A	$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	$0	$0	N/A	N/A	$0	Click Discipline
Organizational Totals	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Allowable Equipment Categories	**SHSGP**	**UASI**	**MMRS**	**CCP**	**LETPA**	**Choose Primary Discipline**
Personal Protective Equipment	$0	$0	$0	$0	$0	Click Discipline
Explosive Device Mitigation and Remediation Equipment	$0	$0	N/A	N/A	$0	Click Discipline
CBRNE Operational Search and Rescue Equipment	$0	$0	$0	$0	$0	Click Discipline
Information Technology	$0	$0	$0	$0	$0	Click Discipline
Cyber Security Enhancement Equipment	$0	$0	$0	$0	$0	Click Discipline
Interoperable Communications Equipment	$39,612	$0	$0	$0	$0	Click Discipline
Detection	$0	$0	$0	N/A	$0	Click Discipline
Decontamination	$0	$0	$0	N/A	N/A	Click Discipline
Medical	$0	$0	$0	$0	N/A	Click Discipline
Power	$0	$0	$0	$0	$0	Click Discipline
CBRNE Reference Materials	$0	$0	$0	N/A	$0	Click Discipline
CBRNE Incident Response Vehicles	$0	$0	$0	N/A	$0	Click Discipline
Terrorism Incident Prevention Equipment	$0	$0	N/A	N/A	$0	Click Discipline
Physical Security Enhancement Equipment	$0	$0	N/A	N/A	$0	Click Discipline
Inspection and Screening Systems	$0	$0	$0	N/A	$0	Click Discipline
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	$0	$0	$0	N/A	N/A	Click Discipline
CBRNE Prevention and Response Watercraft	$0	$0	N/A	N/A	$0	Click Discipline
CBRNE Aviation Equipment	$0	$0	$0	N/A	$0	Click Discipline
CBRNE Logistical Support Equipment	$0	$0	$0	$0	$0	Click Discipline
Intervention Equipment	$0	$0	N/A	N/A	$0	Click Discipline
Other Authorized Equipment	$0	$0	$0	$0	$0	Click Discipline
Equipment Totals	**$39,612**	**$0**	**$0**	**$0**	**$0**	**$39,612**
Allowable Training Costs	**SHSGP**	**UASI**	**MMRS**	**CCP**	**LETPA**	**Choose Primary Discipline**
Overtime and backfill for emergency preparedness	$0	$0	$0	$0	$0	Click Discipline
Training workshops and conferences	$0	$0	$0	$0	$0	Click Discipline
Full- or part-time staff or contractors/consultants	$0	$0	$0	$0	$0	Click Discipline
Travel	$0	$0	$0	$0	$0	Click Discipline
Supplies	$0	$0	$0	$0	$0	Click Discipline
Training Totals	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Allowable Exercise Related Costs	**SHSGP**	**UASI**	**MMRS**	**CCP**	**LETPA**	**Choose Primary Discipline**
Design, Develop, Conduct and Evaluate an Exercise	$0	$0	$0	$0	$0	Click Discipline
Exercise planning workshop	$0	$0	$0	$0	$0	Click Discipline
Full- or part-time staff or contractors/consultants	$0	$0	$0	$0	$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	$0	$0	$0	$0	$0	Click Discipline
Implementation of HSEEP	$0	$0	$0	$0	$0	Click Discipline
Travel	$0	$0	$0	$0	$0	Click Discipline
Supplies	$0	$0	$0	$0	$0	Click Discipline
Exercise Totals	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Allowable Management & Administrative Costs	**SHSGP**	**UASI**	**MMRS**	**CCP**	**LETPA**	**Choose Primary Discipline**
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	$0	$0	$0	$0	$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	$0	$0	$0	$0	$0	Click Discipline
Overtime and backfill costs	$0	$0	$0	$0	$0	Click Discipline
Travel	$0	$0	$0	$0	$0	Click Discipline
Meeting related expenses	$0	$0	$0	$0	$0	Click Discipline
Authorized office equipment	$0	$0	$0	$0	$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	$0	$0	$0	$0	$0	Click Discipline
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	$0	$0	$0	$0	$0	Click Discipline
Management & Administrative Totals	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Grand Totals	$39,612	$0	$0	$0	$0	$39,612

Arizona Department of Homeland Security
Financial Systems Survey

Name of Organization: Gila County Information Technology

Person completing survey: Stacie Allison

Date: 3/21/2011 email: sallison@co.gila.az.us

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND DOCUMENT Comments AS REQUIRED.

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?
☑ Yes ☐ No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03
☑ Yes ☐ No

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?
☑ Yes ☐ No

4. Has your organization completed an A-133 Single Audit within the past two years?
☑ Yes ☐ No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?
☐ Yes ☑ No

6. If you answered YES to question #5 under what section of the IRS code?
☐ 501 C (3) ☐ 501 C (4) ☐ 501 C (5) ☐ 501 C (6) ☐ Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?
☑ Yes ☐ No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?
☐ Manual ☑ Automated ☐ Combination

9. How frequently do you post to the General Ledger?
☑ Daily ☐ Weekly ☐ Monthly ☐ Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

☑ Yes ☐ No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

☑ Yes ☐ No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?

☑ Yes ☐ No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

☑ Yes ☐ No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

☑ Yes ☐ No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?

☑ Yes ☐ No

16. Are all accounting entries and payments supported by source documentation?

☑ Yes ☐ No

17. Are cash or in-kind matching funds supported by source documentation?

☑ Yes ☐ No

18. Are employee time sheets supported by appropriately approved/signed documents?

☑ Yes ☐ No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code of Federal Regulations and terms of each grant award?

☑ Yes ☐ No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering

☑ Yes ☐ No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

☑ Yes ☐ No

22. Does the organization complete some level of cost or price analysis for every purchase?

☑ Yes ☐ No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each purchase?

☑ Yes ☐ No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the terms and conditions of each contract?

☑ Yes ☐ No

25. Does the organization maintain written procurement policies and procedures?

☑ Yes ☐ No

Application Number: (AZDOHS Use Only):

Grant Number:

Arizona Department of Homeland Security

Standard Data Collection Form

A. Agency Information

Project Title *(if applicable)*: [Gila County]- State of Arizona Counties Communication Netowrk (SACCNet-Secondary)

Agency: Gila County Information Technology

Amount Requested: $39,612

Project Description: SACCNet Secondary Commuication Drop with Equipment. The SACCNet Project initiated by the Eastern Regional Advisory Council in FFY2009 to create a communication Network for Emergency Services, Dispatch Communications, Secure Data communications and County to County exchange of data to insure the continuity of government. Licensed Microwave IP based Comercial communication between counties for VoIP, Video, IPICS, Secure Data, Moto-bridge, and training. SACCNet Intranet is divided into a communication Freeway with multiple secure service lanes for specific services. A Trunked IP Cloud utilizing MPLS technology to provide multiple IP lanes on the SACCNet freeway. MISSION: SACCNet, a Statewide Strategic Communication Initiative to provide a Secure County to County

Address: 1400 E. Ash St.
(Address Line 1)

(Address Line 2) Globe *(City)* AZ *(State)* 85501 *(Zip code)*

County: Gila

Authorized Individual:

Name: Michael *(First Name)* Pastor *(Last Name)*

Position / Title: Chairman of the Board of Superviso

Email: mpastor@gilacountyaz.gov

Phone: 928-402-8753 Ext.

Fax: 928-200-8130

Employer Identification Number: 866000444

Agency Classification *(This is based on your selection on the Project Administrative Page)*: County

Have you previously conducted business with the State using this Employer Identification Number? Yes

If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with y application.

http://www.ica.state.az.us/forms/selfInsured/AZ-SubstituteW9.pdf

In which Congressional (Federal) District is your agency headquartered? Enter District #: 1

http://www.azredistricting.org (click on Final Maps)

In which Legislative (State) District is your agency headquartered? Enter District # : 5

http://www.azredistricting.org (click on Final Maps)

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? $25,000,000

What is your organization's fiscal year-end date? MM 6 DD 30

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Yes

Please provide contact information of the audit firm conducting your audit:

Agency: Larson Allen LLP

Address: 1201 S. Alma School Rd
(Address Line 1)

(Address Line 2) Mesa *(City)* AZ *(State)* 85210 *(Zip code)*

Phone Number: 480-615-2300

Fax: 480-615-2350

Arizona Department of Homeland Security

Standard Data Collection Form

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring tha program plan is implemented. All future program correspondence will be sent to this person.
Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.
Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type : Program Agency

Agency: Gila County Information Technology
Address: 1400 E. Ash Street
(Address Line 1)
(Address Line 2)
Globe (City) AZ (State) 85501 (Zip code)
County: Gila
Contact Person: Darryl (First Name) Griffin (Last Name)
Position/Title: Director
Email: dgriffin@co.gila.az.us
Phone Number: 928-402-8774 Ext.
Fax: 928-425-7056

Agency Contact Type : Fiscal Agency

Agency: Gila County Informtion Technology
Address: 1400 E. Ash St.
(Address Line 1)
(Address Line 2)
Globe (City) AZ (State) 85501 (Zip code)
County: Gila
Contact Person: Kaycee (First Name) Stratton (Last Name)
Position/Title: Business Manager
Email: kstratton@co.gila.az.us
Phone Number: 928-402-8775 Ext.
Fax: 928-425-7056

Agency Contact Type : Collaborator

Agency: Graham County Information Technology
Address: 921 Thatcher Blvd
(Address Line 1)
(Address Line 2)
Safford (City) AZ (State) 85552 (Zip code)
County: Graham
Contact Person: John (First Name) Lucas (Last Name)
Position/Title: CIO
Email: jlucas@grahamaz.gov
Phone Number: 928-428-3905 Ext.
Fax: 928-428-8836

STATE OF ARIZONA
Department of Homeland Security

2010 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Points of Contact

Address Your State Homeland Security Grant Program Management Questions to the Individuals Listed Below

AZDOHS

Assistant Director of Planning and Preparedness
Lisa Hansen
(602) 542-7014
Lhansen@azdohs.gov

Assistant Director of Finance and Administration
Terry Riordan
(602) 542-7056
Triordan@azdohs.gov

Assistant Director of Community Preparedness
Cheryl Bowen
(602) 542-7077
Cbowen@azdohs.gov

Equipment Specialist
Michael Stidham
(602) 542-7041
Mstidham@azdohs.gov

NIMCAST COMPLIANCE (ADEM)
Mariano Gonzalez
Mariano.gonzalez@azdema.gov

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central Region
Phoenix and Tucson UASI
Susan Dzbanko
Senior Strategic Planner
Office: (602) 542-1777
Cell: (602) 319-8837
Sdzbanko@azdohs.gov

Lois George
Grant & Finance Specialist
(602) 542-7047
Lgeorge@azdohs.gov

North and South Regions
Huma Haroon
Strategic Planner
Office: (602) 542-7012
Cell: (602) 568-2973
Shharoon@azdohs.gov

Jessica Thiers
Grant & Finance Specialist
(602) 542-7037
Jthiers@azdohs.gov

East and West Regions
William Seltzer
Strategic Planner
Office: (602) 542-7044
Cell: (602) 568-5806
Wseltzer@azdohs.gov

Christina Ambroult
Project Specialist
(602) 542-7036
Cambroult@azdohs.gov

State Agencies
Lisa Hansen
Strategic Planner
Office: (602) 542-7014
Cell: (602) 689-4947
Lhansen@azdohs.gov

Kevin Guimond
Budget Manager
602-542-1716
kguimond@azdohs.gov

ADEM (Training & Exercise)

Homeland Security Training Coordinator
Ron Kopcik
Office: (602) 464-6210
ron.kopcik@azdema.gov

Exercise Coordinator
Jan Lindner
Office: (602) 464-6218
jan.lindner@azdema.gov

Exercise Coordinator
Nichole Fortson
Office: (602) 464-6514
Nichole.fortson@azdema.gov

Arizona Department of Homeland Security
FFY11 State Homeland Security Grant Program (SHSGP)
Regional Advisory Council (RAC) Scoring Tool*

Region _____
Reviewer _____

Score All projects using the following scale	
2	Project Fully Meets Criterion
1	Project Partially Meets Criterion
0	Project Does Not Meet Criterion

Project #	The overall application is complete	Project is multi-discipline (1) or multi-jurisdictional (2)	Project Narrative is fully described and sustainability (if applicable) is outlined	Provides linkage between project and State Homeland Security Strategy and objective identified	Project describes current capabilities, how this project will enhance capabilities, and provides method of how to determine success.	Supports TCA gaps for Region. (value double weighted)	Milestones are achievable and provide clear description of the activities from start to finish and are presented in a clear sequence	Budget Narratives are descriptive of all project requirements (includes FEMA Course #s, AEL #s, etc.)	Funding Plan is appropriate for activities or services	
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0

*This is tool is to assist the RACs in their review and recommendation process.

ARF-483 **Regular Agenda Item Item #: 3- J**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Debra Williams, Deputy Director of Emergency Services		
Submitted By:	Matthew Bolinger, Health & Emergency Services Division		
Department:	Health & Emergency Services Division		
Division:	Emergency Services		
Fiscal Year:	County Fiscal Year 2011 thru 2014	Budgeted?:	No
Contract Dates Begin & End:	February 22, 2011 thru February 21, 2014		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:			

Information

Request/Subject

Approval of Grant Application Award No. RFC-09-AZ-2010 Bruce Pool Property Acquisition for Flood Mitigation

Background Information

The Hazard Mitigation Grant-Repetitive Flood Claim (RFC) application was initiated in November 2009, after Bruce and Brenda Pool had experienced significant and repetitive flood event damages, which occurred at their Tonto Basin property. Beginning in December 2007, at that time approximately 12" of water flooded their home. In January 2008, the home was again flooded and this time approximately 3" of water, mud and debris flowed through their home. In December 2008, the property again suffered a severe flooding event and 4" of water, mud and debris flooded their home. Bruce and Brenda Pool's property in Tonto Basin has experienced severe flood damage for several years. It has created a physical, financial and emotional hardship as they have tried to clean and rebuild after each flooding event. They have maintained a National Flood Insurance Program Policy throughout the process to comply with eligibility requirements for this grant.

Evaluation

Due to the Tonto Creek being a natural and unmanaged watershed and Gila County having no jurisdiction to affect the flow of the waters, the Hazard Mitigation Grant-Repetitive Flood Claim (RFC) is the best option for eliminating any future flood risk for the property as the property will be held as open space in perpetuity.

Conclusion

The Hazard Mitigation Grant-Repetitive Flood Claim (RFC) is a reimbursement program and is 100% funded by the Federal Emergency Management Agency (FEMA). Gila County Emergency Management is responsible for managing and overseeing the demolition and acquisition of the property.

Recommendation

The Director of Health and Emergency Services recommends that the Board accept Grant Award No. RFC-09-AZ-2010 in the amount of $176,924 for the acquisition and demolition of this property for flood mitigation.

Suggested Motion

Information/Discussion/Action to accept Grant Award No. RFC-09-AZ-2010 from the Arizona Division of Emergency Management in the amount of $176,924 for property acquisition for flood mitigation.
(Matthew Bolinger)

Attachments

Link: Grant No. RFC-09-AZ-2010 Award Letter

ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
Arizona Division of Emergency Management
5636 East McDowell Road, Building M5101, Phoenix, Arizona 85008-3495
(602) 244-0504 1-800-411-2336

Janice K. Brewer
GOVERNOR

MG Hugo E. Salazar
THE ADJUTANT GENERAL

March 11, 2011

Mr. Matt Bolinger, Director
Gila County Emergency Management
5515 S. Apache Ave., Suite 400
Globe, AZ 85001

Subj: Repetitive Flood Claims Program, Grant #RFC-09-AZ-2010

Dear Mr. Bolinger:

Congratulations! The acquisition/demolition project for the Bruce and Brenda Pool property has been awarded in the amount of $176,924 Federal Share with no match requirement.

Please see the enclosed Repetitive Flood Claims Grant Agreement Articles which will provide you with specific information regarding this grant.

Gila County must submit the enclosed quarterly performance report to the Arizona Division of Emergency Management (ADEM) no later than the 15th of January, April, July and October for activities which occurred the three months prior to the quarterly report due date. The first report will be due on July 15, 2011.

If you have any questions regarding this award, please contact me at (602) 464-6254, darlene.trammell@azdema.gov or Allen Howard at (602) 464-6349, allen.howard@azdema.gov.

Sincerely,

Darlene Trammell

Darlene Trammell
State Hazard Mitigation Officer
Arizona Division of Emergency Management

/dt

Enclosure

cc: Debra Williams, Gila County

Award Letter

U.S. Department of Homeland Security
FEMA Region IX
1111 Broadway
Suite 1200
Oakland, CA 94607

FEMA

Darlene Trammell
Mitigation Grants Program Manager, Arizona Division of Emergency Management
5636 E. McDowell Road

Phoenix, AZ 85008-3495

Dear **Darlene Trammell** :

Enclosed is an executed copy of FEMA Form 76-10A reflecting the award to your FY **2010 RFC** Grant (**RFC-09-AZ-2010**). Your SMARTLINK Grant Payment Account will be adjusted accordingly.

By accepting this award you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please call **Aaron Lim** at **510-627-7036.**

Sincerely,

Melissa A. Pulver
Assistance Officer

www.fema.gov

RFC Agreement Articles

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

Repetitive Flood Claims Grant Agreement Articles **CFDA# 97.092**

GRANTEE: Arizona Division of Emergency Management

AGREEMENT NUMBER: EMF-2011-RC-0001 AMENDMENT NUMBER: 0

DESIGNATED AGENCY: Arizona Division of Emergency Management

PERFORMANCE PERIOD: 22-FEB-11 - 21-FEB-14

GENERAL INFORMATION:

The Repetitive Flood Claims (RFC) grant program is a pre-disaster grant program that provides funding to States, Territories, Tribal entities and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP). Project, Planning, and Management Cost grants are offered under this program.

ARTICLE I - FEMA AUTHORITY

The United States of America through the Federal Emergency Management Agency (FEMA) which is now incorporated into the Department of Homeland Security, (hereinafter referred to as "the Grantor") agrees to grant to the State/Indian Tribe/Territory government, through its designated agency named above (hereinafter referred to as "the Grantee") funds in the amount specified on the obligating document, to support the Repetitive Flood Claims Grant Program, authorized under the Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, with the goal of reducing or eliminating claims under the NFIP, and activated under this Grant Award.

The Grantee agrees to abide by the Grant Award terms and conditions as set forth in this document.

ARTICLE II - PROJECT DESCRIPTION

The Grantee shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III - PERIOD OF PERFORMANCE

The initial performance period for the Grantee shall be equal to the longest performance period of the subgrantee awards. The period of performance shall be 22-FEB-11 through 21-FEB-14. All costs must be incurred during the period of performance unless pre-award costs are approved.

ARTICLE IV - AMOUNT AWARDED

This Grant is for the administration and completion of an approved Repetitive Flood Claims Grant. Grant funds shall not be used for other purposes. If costs exceed the maximum amount of FEMA funding approved, the Grantee shall pay the costs in excess of the approved budget.

The approved budget for this award by category is:

Line Item	Total
Personnel	$0.00
Fringe Benefit	$0.00

Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$176,924.00
Construction	$0.00
Other	$0.00
TOTAL DIRECT	$176,924.00
TOTAL BUDGET	$176,924.00

The Grantee shall follow Emergency Management and Assistance Regulations found in Title 44 Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Office of Management and Budget Circulars A-102 and A-87, and program guidance to implement this Grant Award.

ARTICLE V - COST SHARE

There is no cost-share requirement for this award. The amount awarded is 100% Federal.

ARTICLE VI - FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the program and technical monitoring of the work and technical performance of the activities described in the application.

The Project Officer is: AARON LIM

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Award.

The Assistance Officer is: Melissa A. Pulver

ARTICLE VII - TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

ASSURANCE COMPLIANCE:
The certifications signed by the Grantee in the application relating to maintenance of a Drug-Free workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

BUDGET REVISIONS:
The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Grantee estimates that it will have obligated funds remaining after the end of the performance period, the Grantee must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

CLOSE OUT:

Reports Submission:

Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) a final Financial Status Report (FF 20-10), (2) final program performance report, (3) an inventory of equipment purchased under each grant's funds, (4) an inventory of Federally-owned property, (5) other required documents specified by program regulation.

Report Acceptance:

FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee and FEMA's records, and close out the grant in writing.

Record Retention:

Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 CFR 13.42.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires FEMA, the Grantee and any Subgrantees to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Grantee and Subgrantee compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Grantee and any Subgrantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify the Grantee and FEMA.

COPYRIGHT:

The Grantee is free to copyright any original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Grantee shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 44 CFR 13.24. Cost-share funding shall be available with the approval of each grant. Performance Period extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 44 CFR 13.43, Enforcement when the Terms and Conditions of this Grant Award are not met.

EQUIPMENT/SUPPLIES:

The Grantee must comply with the regulations listed in 44 CFR 13.32, Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement, and must be in compliance with state laws and procedures.

FUNDS TRANSFER:
No transfer of funds to agencies other than those identified in the approved grant agreement shall be made without prior approval of FEMA.

INSURANCE:
In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

PAYMENT:
Grantee shall be paid using the Federal Health and Human Services (HHS) Payment Management System-SMARTLINK, provided Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee and subgrantees. The Grantee commits itself to: 1) initiating cash draw downs only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF 269 or equivalent report; and 3) imposing the same standards of timing and amount upon any secondary Grantee.

Subgrantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the Grantee's subgrant award agreements.

DUPLICATION OF PROGRAMS:
FEMA will not provide assistance under the its programs for activities that it determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate other authorities.

DUPLICATION OF BENEFITS:
FEMA will not provide assistance under the program for activities that duplicate benefits received by or available to applicants, subapplicants and other project participants from insurance, other assistance programs, legal awards, or any other source to address the same purpose. Such individual or entity must notify the Grantee and FEMA of all benefits that it receives or anticipates from other sources for the same purpose, and must seek all such benefits available to them. FEMA will reduce the grant by the amounts available for the same purpose from another source. If FEMA provides assistance under this RFC program when other benefits are available, the Grantee will be liable to FEMA for any duplicative amounts that are received from other sources, and must reimburse FEMA for such amounts. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations, such as those imposed by a legal settlement, court order or State law.

NON DISCRIMINATION:
The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Section 308 of the Stafford Act and Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Grantees must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Grantees and subapplicants/subgrantees will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and subgrantees must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:
Requests for changes to the SOW after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the

project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:
Program/Project/subgrant Approval and/or Awards:

All grant award activities, including all projects and/or activities approved under each subgrant award, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period or be approved pre-award costs.

EXTENSIONS:,
Requests for time extensions to the Performance Period will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Performance Period; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and progress reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:
FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:
The Grantee will process the recovery of assistance paid to subgrantees processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Grantee agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:
The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:
Federal Financial Report (SF 425):
The Grantee shall submit the Federal Financial Report (FFR) to the FEMA Regional Office within 30 days of the first Federal quarter following the initial grant award. The Grantee shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent.

Performance Report:
The Grantee shall submit performance reports to the FEMA Regional Office within 30 days after end of each quarter. The report shall consist of a comparison of actual accomplishment to the approved activity objectives. The Regional Administrator may waive the initial report. The Grantee shall submit quarterly performance reports

thereafter until the grant ends. Reports are due January 30, April 30, July 30, and October 30. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award.

Final Reports:
The Grantee shall submit a Final FFR and Performance Report 90 days after the end date of the performance period.

TERMINATION:
The Grantee, subgrantee, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the grant award will be commenced and processed as prescribed under Article VII. 3.

ARTICLE VIII - GOVERNING PROVISIONS

The Grantee and any sub-grantees shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Grantee and any subgrantees shall also be bound by the Program Guidance document. The following Office of Management and Budget circulars are also applicable to this grant:

OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-87 Cost Principles for State and Local Governments

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

Commonly Applicable Statutes and Regulations

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

44 CFR Part 13-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

31 CFR Part 205-Rules and Procedures for Funds Transfers

ASSURANCES Submitted with the SF 424 Application for Federal Assistance

APPLICATION Grant application received by FEMA on 23-NOV-09.

Award Package (Part 3 of 3)

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMF-2011-RC-0001	**0**	**86-6004791**	**STD**	**F482571N**

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Arizona Division of Emergency Management 5636 E. McDowell Road , Phoenix AZ , 85008-3495	**FEMA Region IX 1111 Broadway , 1111 Broadway Oakland, CA - 94607 Specialist:AARON LIM 510-627-7036**	, ,

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR	PHONE NO.
Allen Howard-Stidham	**602-464-6349**	**AARON LIM**	**510-627-7036**

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
02-22-2011	**H**	**R**	From:**02-22-2011**	To:**02-21-2014**
			Budget Period From:**10-01-2010**	To:**09-30-2011**

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
RFC	**97.092**	**2011-05-5304M2-9092-4101-D**	**$0.00**	**$176,924.00**	**$176,924.00**	**$0.00**
		TOTALS	**$0.00**	**$176,924.00**	**$176,924.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
No

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Signed by **Louis Trammell GRANTEE**

DATE
02-23-2011

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Signed by **KEVIN CLARK**
Regional Director

DATE
02-24-2011

Mitigation Grant Programs
Quarterly Report
Arizona Division of Emergency Management

Applicant Name:	Date: Report #:
Project Name:	Grant Award #:
Grant Program Name:	Grant Program #:
Anticipated Completion Date:	Completed Date (if applicable):
Point of Contact:	Period of Performance:
Office Phone #:	FEMA Approved Completion Date:
FAX:	Address:
Email Address:	City: Zip:

Financial Status

Funding Categories	Approved Project Cost	Previous Expenditures	Expenditures This Period	Cumulative Expenditures	Balance Remaining
Federal Share	$	$	$	$	$
Local Share	$	$	$	$	$
Other Share	$	$	$	$	$
Total Costs	$	$	$	$	$
Anticipated Cost Overrun/Underrun	Explanation of Overrun/Underruns:				

Project Status

Briefly describe the project's progress as listed on the contract's Scope of Work::

What percentage of the project is completed?

Additional Comments : (If project is not "on schedule" describe why)

Signature

Applicant Agent: Date:

ARF-498 **Regular Agenda Item Item #: 3- K**

Regular BOS Meeting

Date: 04/19/2011

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Diana Jones, Public Works Division

Department: Public Works Division Division: Administration

Presenter's Name: Steve Stratton

Information

Request/Subject

7 Applications for Arizona Public Service Solar for Schools and Government Program

Background Information

On March 29, 2011, the Board was given a presentation by Tom Harris of PV Advanced Concepts regarding solar energy incentives through the Arizona Public Service (APS) Solar for Schools and Government program. An overall view of this program was presented to the Board of Supervisors by Steve Stratton, Public Works Division Director, at this work session.

Evaluation

The Solar for Schools and Government Program provides several incentives for solar technologies, of which the County would apply for Solar Electric (Photovoltaic or "PV").

This technology can be secured by a school district or government entity at no up-front cost by working with solar installers and third party financiers, such as PV Advanced Concepts. These seven applications for the Solar Electric incentive programs are for the Globe Courthouse, Guerrero Complex, Public Works Building, Central Heights Facility, and three at the Payson Courthouse through PV Advanced Concepts and are a followup to the March 29th presentation.

Conclusion

It would benefit Gila County to enjoy energy savings and receive the financial benefits of going solar with no up-front capital investment, in coordination with PV Advanced Concepts by applying for funding through the APS Solar for Schools and Government Program. The program is designed to offset megawatt hours of energy consumption or generation over its first three years in use.

Recommendation

The Public Works Division recommends that the Board of Supervisors approve the seven applications for this solar energy funding in conjunction with PV Advanced Concepts.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on the seven applications to the Arizona Public Service Schools and Government Program for solar energy funding in coordination with PV Advanced Concepts at no up-front capital investment by Gila County. **(Steve Stratton)**

Attachments

Link: Application 1

Link: Application 2

Link: Application 3

Link: Application 4

Link: Application 5

Link: Application 6

Link: Application 7

2011 SCHOOLS AND GOVERNMENT PROGRAM
PHOTOVOLTAIC SYSTEM (GRID-TIED)
PRODUCTION BASED INCENTIVE RESERVATION
APPLICATION

This Incentive Program is funded by APS customers and approved by the Arizona Corporation Commission

Is this a revision of a previously submitted reservation application? □ Yes **XXX** No

In order to qualify for a production based incentive under the Schools and Government Program, the total incentive over the lifetime of the project must be over $75,000. Projects not meeting this requirement may apply for funding using our Non-Residential Up-Front Incentive program application.

RESERVATION APPLICATION

APS Customer Name __**GILA COUNTY**_____
(This should be the customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, please contact the APS customer care center at 602-371-7171 and make the account name change PRIOR to submitting the reservation application).

Division of Government name or School District Name: __**Globe Courthouse**_____

Installation Address ____**1400 E ASH ST GLOBE, AZ 85501**_____

County : _____**GILA**_____

Is the property: **XXX** Owned □ Leased

If leased, a Landlord-Tenant rider will also be required and must be submitted with the application (located at www.aps.com/gosolar).

APS Account Number * _**747101288**_____ Meter Number * (6 digits) _**765226**_____
(Meter Number associated with installation address)

Are you a: □ School or **XXX** Government Entity

Is this system applying for the 2011 Solar Daylighting Deployment Drive reimbursement**? **XXX** Yes □ No

* If there is currently no electrical service at the installation site, please leave account and meter number blank and check here. □
**For details on the Solar Daylighting Deployment Drive, please email SolarSchoolGovt@aps.com

APS CUSTOMER CONTACT INFORMATION (Please Note: installer/dealer contact information requested on next page)

APS Customer Contact Name _**Gila County Public Works Diana Jones**_____ Email: _**djones@co.gila.az.us**_____

Business Phone _____**928-402-8516**_____ Alternate Phone _**N/A**_____

Fax Number _____**928-425-8104**_____

Mailing Address _____ _**1400 E. Ash Street Globe, Arizona 85501**_____
(No P.O. Boxes, please - must be able to receive FedEx deliveries at this address)

Is the Customer a dealer or manufacturer of any of the components proposed in the qualifying system, or an employee of a dealer or manufacturer? □ Yes **XXX** No

If customer is a dealer, employee of, or a manufacturer of the system components, system costs are limited to actual costs rather than retail.

Is the Customer the primary occupant at the site location? **XXX** Yes □ No

If not, are you the landlord or owner? □ Yes □ No

NOTE:** All school PV systems participating in the 2011 APS Schools and Government Solar program will be required to install an ***APS "Mission: Sustainability" School Kiosk prior to incentive payment being requested. For a list of supplied materials and a marketing guide for ***the APS "Mission: Sustainability" School Kiosk*, please contact Jon Higuchi at Jon.Higuchi@,aps.com.**

INSTALLER INFORMATION

Installer Name (please supply full legal name) _**Renewable Energy Contracting division of Ironco Enterprises**_____

Contact Name ___**Robert Olson**_____ Email_**Robert.Olson@ironco.net**_____

Telephone _____**(602) 243-5750 x127**_____ Fax_ _**(602) 243-5764**_____

Mailing Address_**1025 E Broadway Rd, Phoenix, AZ 85040**_____

Installer's Arizona Registrar of Contractors (AZROC) License Information

Number____ ___**252666**_____ Class_**B1**____ Expiration_**2/1/2013**_____

EQUIPMENT DEALER INFORMATION (If same as installer, check here XXX)

Dealer Name (please supply full legal name)_____

Contact Name _____ Email_____

Telephone_____ Fax_____

Mailing Address_____

Dealer's Arizona Registrar of Contractors (AZROC) License Information

Number_____ Class _____ Expiration_____

SYSTEM OWNER INFORMATION (if different than customer)

Company Name (please supply full legal name)_**A special purpose LLC owned by Tioga Energy, Inc**_____

Contact Name___**Marc Roper, Vice President of Sales & Marketing**_____ Email__**mroper@tiogaenergy.com**_____

Telephone_____**(415) 625-0700**_____ Fax____**(415) 513-1645**_____

Mailing Address_**123 Mission Street, 9th Floor, San Francisco, CA 94105**_____

SYSTEM INFORMATION [Please contact your dealer/installer if unsure of the information to provide in this section]

Estimated Installation Date_**6/11/2011**_____ _Is this a system expansion? □ Yes **XXX** No

(For Production Based Incentives, the system must be installed within 365 days from date of reservation. Allowing for engineering, permitting and interconnection approvals, what is the realistic estimated date of installation?)

If you plan for the system to be installed in 2011, the following year-end interconnect deadlines apply:

1. October 7,2011: interconnection application with full set of diagrams must be submitted
2. November 4,2011: diagrams must be approved
3. November 18,2011: scheduling of inspection must be confirmed

Estimated number of PV Panels_**2128**_ PV Module Manufacturer__**Kyocera**_____

Model #_**KD235gx-LB**____ UL Listing UL_____**1703**_____

What is the DC watt rating per panel? _**235**___
Estimated number of Inverters _**1**___ Inverter Manufacturer _**PV Powered**_____
Model #(s)_**PVP500WAC**_____ UL Listing UL _**19940**_____

What is the AC watt rating of each inverter? _**500**_____

Estimated Total Project Costs* and system installation_**5000000**____
* Total Project Costs is defined in the Credit Purchase Agreement and may include eligible financing, if applicable.

APS Compensation for Excess Production from PV System:

Please indicate your rate plan choice for any excess kWh production that will be delivered to the APS distribution system by your PV system. Please note that the rate chosen below is not a guarantee, but will be confirmed during the review process.

XXX EPR-6 (Energy sent back to the APS grid will appear as a kWh credit on your bill, often called "net metering". Any unused kWh credits that appear in the last billing cycle of the year will be paid out at a wholesale price) **NOTE: In order to qualify for this rate, the total AC inverter rating(s) CANNOT exceed 125% of the customer's metered peak demand during the last twelve months. Note, this Net-Metering rider is not available to Schools on the GS-SCHOOLS M or GS-SCHOOLS L rate schedule.**

□ EPR-2 (Energy sent back to the APS grid will be purchased by APS at a wholesale price, often called "net billing")

□ SC-S (If your inverter size is 100 kWac or larger and you are not using EPR-6, you must select the Standard Contract-Solar, or SC-S, rate. Energy sent back to the APS grid will be purchased by APS at the EPR-2 price, but additional standby charges may also apply based on customer demand.)

Rate schedules are posted at www.aps.com or call 602-328-1924.

POTENTIAL ADDITIONAL CHARGES:
Additional charges could include, but are not limited to:

- Upgrades to APS existing infrastructure required to support customer project
- Additional equipment required based on size or design of system
- RTUs as required by the interconnection study group

A copy of APS's Interconnection Requirements can be found at http://www.aps.com/main/green/choice/choice_79.html

INCENTIVE REQUEST

Please review the following information prior to completing the Incentive Request below. Payment of the requested incentive is subject to the following Incentive Program guidelines:

Funding reservations for production-based incentives are awarded on a competitive basis. For more detailed information, please see the decision process on the APS website at www.aps.com/gosolar under the appropriate program and technology. The per kWh incentive levels listed below are **maximum** amounts available. Because this is a competitive process, requesting less than the maximum amount will typically provide a more competitive ranking score.

Requested Renewable Energy Credit (REC) Agreement Term Incentive:

XXX 15-Year-$0.171/kWh

□ 20-Year-$0.155/kWh

The following information is REQUIRED to process your application:

1. Most recent 12 month usage history (kWh) for the meter the system is interconnecting to at the installation site: _**849,200**_____ kWh (If this is new construction, please provide an annual use estimate along with supporting documentation such as E-sheets from your electrical engineer).
2. Highest Peak demand (kW) during the most recent 12 month usage history: _**300 est**_____ kW
3. Proposed kWdc System Size: ___**500**_ kWdc
4. Proposed System Inverter Size:__**750**_ kWac (Maximum 2MWac)

5. System Size:__**500**_____ kWdc x Estimated Annual kWh per kWdc*:_**1470**____ = Anticipated Annual kWh Production** _**735000**____ kWh per year

* Please include PV Watts calculation Sheet (http://rredc.rirel.gov/solar/calculators/PVWATTS/versiori2/)

7. Estimated kWh per kW according to PVWatts2 (please attach)_**1453**_____ kWh per kW
8. Anticipated Annual kWh Production_**735000**__ x $_**0.171**____ per kWh (REC Term Incentive)

   = Estimated Annual Incentive Payment $ _**125685**___
9. For School Districts, what is your Project Ranking Matrix total?: _____

****NOTE: Annual system production CANNOT exceed annual metered consumption**

ASSIGNMENT OF PAYMENT

Will payment be assigned to an installer, dealer or manufacturer of the qualifying system? **XXX** Yes □ No If yes, please provide the following information:

Name of Assignee:_**A special purpose LLC owned by Tioga Energy, Inc**_____

Mailing Address:_**123 Mission Street, 9th Floor, San Francisco, CA 94105**_____

CONFIDENTIALITY

Neither Party shall disclose any non-public, confidential or proprietary information relating to the Reservation (the "Confidential Information") to any third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) without the other Party's prior written consent. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Confidentiality provision. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Paragraph, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Paragraph, whether a claim is based in contract, tort, or otherwise.

Have you provided the required attachments?

- □ PV Watts calculation sheet (http://rredc.mel.gov/solar/calculators/PVWATTS/version2/)
- □ Project Ranking Matrix Sheet (only necessary for School Districts)
- □ A written system description
- □ A Landlord-Tenant Rider, if applicable
- □ If this is new construction, supporting documentation for estimated annual usage

If your reservation is approved, please note the following timelines:

1. **You are required to submit a copy of a Qualified Provider document within 30 days of reservation approval to signify that a developer has been selected.**
2. **Your signed Credit Purchase Agreement must be returned to APS within 60 days of submission of the Qualified Provider document.**
3. **Submittal of an Interconnection Application within 90 days of reservation date**
4. **A progress update is required at 150 days from reservation date, including status of the following:**

    a. **Interconnection Application**
    b. **Local permitting applications**
    c. **Equipment orders**
5. **System must be installed within 365 days from reservation date.**

Projects not meeting timelines may be cancelled. If extenuating circumstances exist, you may request consideration for an extension by contacting APS at SolarSchoolGovt@aps.com. If your project requires outside financing, it should be secured at the beginning of the application process. Please note that extensions will not be granted for lack of secured financing.

This Reservation Request and any attachments provided supersede all prior Reservation Requests submitted for the installation address listed on the first page of this document and for this particular technology.

Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.

CUSTOMER:

_Gila County_____
Name (Please Print)

_Michael A. Pastor, Chariman_____
Title/Business Name

_____
Signature

_4/19/2011_____
Date

In order for an application to be submitted, please submit this request electronically to SolarSchoolGovt@ aps.com. Once the application is received, a confirmation email will be sent to the e-mail address from which the application was sent. If a confirmation response is not received within five days, you should contact APS by sending a follow-up email to SolarSchoolGovt @gjaps.com.

APS will not accept incomplete applications. Please note:

- **APS is not responsible for applications not received due to an undeliverable email address**
- **A reservation application will not be accepted unless it is signed by the APS customer of record**
- **A reservation application must be received by the nomination period deadline (which ends the last BUSINESS day of the month - weekends are not included in the deadline period)**

rredc.nrel.gov/solar/calculators/PVWATTS/version2/pvwattsv2.cgi

Utility | Planning | deals | PVAC | external firms | Research | ArizonaGoSolar | mktg | AZ-school-district | new | NREL | www.ers.us

PVWatts

AC Energy & Cost Savings

Cautions for Interpreting the Results

(Type comments here to appear on printout; maximum 1 row of 90 characters.)

Station Identification	
Cell ID:	0187374
State:	Arizona
Latitude:	32.7 ° N
Longitude:	110.6 ° W
PV System Specifications	
DC Rating:	1.00 kW
DC to AC Derate Factor:	0.770
AC Rating:	0.77 kW
Array Type:	Fixed Tilt
Array Tilt:	10.0 °
Array Azimuth:	213.0 °
Energy Specifications	
Cost of Electricity:	9.2 ¢/kWh

Results

Month	Solar Radiation (kWh/m²/day)	AC Energy (kWh)	Energy Value ($)
1	3.98	90	8.29
2	4.64	94	8.66
3	5.82	129	11.89
4	6.98	147	13.54
5	7.52	157	14.47
6	7.70	152	14.01
7	6.84	140	12.90
8	6.28	130	11.98
9	6.16	126	11.61
10	5.25	112	10.32
11	4.40	95	8.75
12	3.58	81	7.46
Year	5.77	1453	133.88

Output Hourly Performance Data | Output Results as Text

2011 SCHOOLS AND GOVERNMENT PROGRAM
PHOTOVOLTAIC SYSTEM (GRID-TIED)
PRODUCTION BASED INCENTIVE RESERVATION
APPLICATION

This Incentive Program is funded by APS customers and approved by the Arizona Corporation Commission

Is this a revision of a previously submitted reservation application? □ Yes **XXX** No

In order to qualify for a production based incentive under the Schools and Government Program, the total incentive over the lifetime of the project must be over $75,000. Projects not meeting this requirement may apply for funding using our Non-Residential Up-Front Incentive program application.

RESERVATION APPLICATION

APS Customer Name __**GILA CO FINANCE OFFICE**_____
(This should be the customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, please contact the APS customer care center at 602-371-7171 and make the account name change PRIOR to submitting the reservation application).

Division of Government name or School District Name: __**Guerrero Complex**_____

Installation Address ____**1400 E ASH ST GLOBE, AZ 85501**_____

County : _____**GILA**_____

Is the property: **XXX** Owned □ Leased

If leased, a Landlord-Tenant rider will also be required and must be submitted with the application (located at www.aps.com/gosolar).

APS Account Number * _**571172284**_____ Meter Number * (6 digits) _**D31050**_____
(Meter Number associated with installation address)

Are you a: □ School or **XXX** Government Entity

Is this system applying for the 2011 Solar Daylighting Deployment Drive reimbursement**? **XXX** Yes □ No

* If there is currently no electrical service at the installation site, please leave account and meter number blank and check here. □
**For details on the Solar Daylighting Deployment Drive, please email SolarSchoolGovt@aps.com

APS CUSTOMER CONTACT INFORMATION (Please Note: installer/dealer contact information requested on next page)

APS Customer Contact Name _**Gila County Public Works Diana Jones**_____ Email: _**djones@co.gila.az.us**_____

Business Phone _____**928-402-8516**_____ Alternate Phone _**N/A**_____

Fax Number _____**928-425-8104**_____

Mailing Address _____ _**1400 E. Ash Street Globe, Arizona 85501**_____
(No P.O. Boxes, please - must be able to receive FedEx deliveries at this address)

Is the Customer a dealer or manufacturer of any of the components proposed in the qualifying system, or an employee of a dealer or manufacturer? □ Yes **XXX** No

If customer is a dealer, employee of, or a manufacturer of the system components, system costs are limited to actual costs rather than retail.

Is the Customer the primary occupant at the site location? **XXX** Yes □ No

If not, are you the landlord or owner? □ Yes □ No

NOTE:** All school PV systems participating in the 2011 APS Schools and Government Solar program will be required to install an ***APS "Mission: Sustainability" School Kiosk prior to incentive payment being requested. For a list of supplied materials and a marketing guide for ***the APS "Mission: Sustainability" School Kiosk*, please contact Jon Higuchi at Jon.Higuchi@,aps.com.**

INSTALLER INFORMATION

Installer Name (please supply full legal name) **Renewable Energy Contracting division of Ironco Enterprises**

Contact Name **Robert Olson** Email **Robert.Olson@ironco.net**

Telephone **(602) 243-5750 x127** Fax **(602) 243-5764**

Mailing Address **1025 E Broadway Rd, Phoenix, AZ 85040**

Installer's Arizona Registrar of Contractors (AZROC) License Information

Number **252666** Class **B1** Expiration **2/1/2013**

EQUIPMENT DEALER INFORMATION (If same as installer, check here XXX)

Dealer Name (please supply full legal name)_____

Contact Name _____ Email_____

Telephone_____ Fax_____

Mailing Address_____

Dealer's Arizona Registrar of Contractors (AZROC) License Information

Number_____ Class _____ Expiration_____

SYSTEM OWNER INFORMATION (if different than customer)

Company Name (please supply full legal name) **A special purpose LLC owned by Tioga Energy, Inc**

Contact Name **Marc Roper, Vice President of Sales & Marketing** Email **mroper@tiogaenergy.com**

Telephone **(415) 625-0700** Fax **(415) 513-1645**

Mailing Address **123 Mission Street, 9th Floor, San Francisco, CA 94105**

SYSTEM INFORMATION [Please contact your dealer/installer if unsure of the information to provide in this section]

Estimated Installation Date **6/11/2011** Is this a system expansion? □ Yes **XXX** No

(For Production Based Incentives, the system must be installed within 365 days from date of reservation. Allowing for engineering, permitting and interconnection approvals, what is the realistic estimated date of installation?)

If you plan for the system to be installed in 2011, the following year-end interconnect deadlines apply:

1. October 7,2011: interconnection application with full set of diagrams must be submitted
2. November 4,2011: diagrams must be approved
3. November 18,2011: scheduling of inspection must be confirmed

Estimated number of PV Panels **148** PV Module Manufacturer **Kyocera**

Model #_**KD235gx-LB**____ UL Listing UL_____**1703**_____

What is the DC watt rating per panel? _**235**___
Estimated number of Inverters _**1**___ Inverter Manufacturer _**PV Powered**_____
Model #(s)_**PVP50WAC**_____ UL Listing UL _**19940**_____

What is the AC watt rating of each inverter? _**50**_____

Estimated Total Project Costs* and system installation_**350000**____
* Total Project Costs is defined in the Credit Purchase Agreement and may include eligible financing, if applicable.

APS Compensation for Excess Production from PV System:

Please indicate your rate plan choice for any excess kWh production that will be delivered to the APS distribution system by your PV system. Please note that the rate chosen below is not a guarantee, but will be confirmed during the review process.

XXX EPR-6 (Energy sent back to the APS grid will appear as a kWh credit on your bill, often called "net metering". Any unused kWh credits that appear in the last billing cycle of the year will be paid out at a wholesale price) **NOTE: In order to qualify for this rate, the total AC inverter rating(s) CANNOT exceed 125% of the customer's metered peak demand during the last twelve months. Note, this Net-Metering rider is not available to Schools on the GS-SCHOOLS M or GS-SCHOOLS L rate schedule.**

□ EPR-2 (Energy sent back to the APS grid will be purchased by APS at a wholesale price, often called "net billing")

□ SC-S (If your inverter size is 100 kWac or larger and you are not using EPR-6, you must select the Standard Contract-Solar, or SC-S, rate. Energy sent back to the APS grid will be purchased by APS at the EPR-2 price, but additional standby charges may also apply based on customer demand.)

Rate schedules are posted at www.aps.com or call 602-328-1924.

POTENTIAL ADDITIONAL CHARGES:
Additional charges could include, but are not limited to:

- Upgrades to APS existing infrastructure required to support customer project
- Additional equipment required based on size or design of system
- RTUs as required by the interconnection study group

A copy of APS's Interconnection Requirements can be found at http://www.aps.com/main/green/choice/choice_79.html

INCENTIVE REQUEST

Please review the following information prior to completing the Incentive Request below. Payment of the requested incentive is subject to the following Incentive Program guidelines:

Funding reservations for production-based incentives are awarded on a competitive basis. For more detailed information, please see the decision process on the APS website at www.aps.com/gosolar under the appropriate program and technology. The per kWh incentive levels listed below are **maximum** amounts available. Because this is a competitive process, requesting less than the maximum amount will typically provide a more competitive ranking score.

Requested Renewable Energy Credit (REC) Agreement Term Incentive:

XXX 15-Year-$0.171/kWh

□ 20-Year-$0.155/kWh

The following information is REQUIRED to process your application:

1. Most recent 12 month usage history (kWh) for the meter the system is interconnecting to at the installation site: _**63,840**_____ kWh (If this is new construction, please provide an annual use estimate along with supporting documentation such as E-sheets from your electrical engineer).
2. Highest Peak demand (kW) during the most recent 12 month usage history: _**30 est**_____ kW
3. Proposed kWdc System Size: ___**35**_ kWdc
4. Proposed System Inverter Size:__**50**_ kWac (Maximum 2MWac)

5. System Size:__**35**_____ kWdc x Estimated Annual kWh per kWdc*:_**1470**____ = Anticipated Annual kWh Production** _**51450**____ kWh per year

* Please include PV Watts calculation Sheet (http://rredc.rirel.gov/solar/calculators/PVWATTS/versiori2/)

7. Estimated kWh per kW according to PVWatts2 (please attach)_**1453**_____ kWh per kW
8. Anticipated Annual kWh Production_**51450**__ x $_**0.171**____ per kWh (REC Term Incentive)

   = Estimated Annual Incentive Payment $ _**8797.95**___
9. For School Districts, what is your Project Ranking Matrix total?: _**0**____

****NOTE: Annual system production CANNOT exceed annual metered consumption**

ASSIGNMENT OF PAYMENT

Will payment be assigned to an installer, dealer or manufacturer of the qualifying system? **XXX** Yes □ No If yes, please provide the following information:

Name of Assignee:_**A special purpose LLC owned by Tioga Energy, Inc**_____

Mailing Address:_**123 Mission Street, 9th Floor, San Francisco, CA 94105**_____

CONFIDENTIALITY

Neither Party shall disclose any non-public, confidential or proprietary information relating to the Reservation (the "Confidential Information") to any third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) without the other Party's prior written consent. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Confidentiality provision. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Paragraph, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Paragraph, whether a claim is based in contract, tort, or otherwise.

Have you provided the required attachments?

- □ PV Watts calculation sheet (http://rredc.mel.gov/solar/calculators/PVWATTS/version2/)
- □ Project Ranking Matrix Sheet (only necessary for School Districts)
- □ A written system description
- □ A Landlord-Tenant Rider, if applicable
- □ If this is new construction, supporting documentation for estimated annual usage

If your reservation is approved, please note the following timelines:

1. **You are required to submit a copy of a Qualified Provider document within 30 days of reservation approval to signify that a developer has been selected.**
2. **Your signed Credit Purchase Agreement must be returned to APS within 60 days of submission of the Qualified Provider document.**
3. **Submittal of an Interconnection Application within 90 days of reservation date**
4. **A progress update is required at 150 days from reservation date, including status of the following:**

    a. **Interconnection Application**
    b. **Local permitting applications**
    c. **Equipment orders**
5. **System must be installed within 365 days from reservation date.**

Projects not meeting timelines may be cancelled. If extenuating circumstances exist, you may request consideration for an extension by contacting APS at SolarSchoolGovt@aps.com. If your project requires outside financing, it should be secured at the beginning of the application process. Please note that extensions will not be granted for lack of secured financing.

This Reservation Request and any attachments provided supersede all prior Reservation Requests submitted for the installation address listed on the first page of this document and for this particular technology.

Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.

CUSTOMER:

_Gila County_____
Name (Please Print)

_Michael A. Pastor, Chariman_____
Title/Business Name

_____
Signature

_4/19/2011_____
Date

In order for an application to be submitted, please submit this request electronically to SolarSchoolGovt@ aps.com. Once the application is received, a confirmation email will be sent to the e-mail address from which the application was sent. If a confirmation response is not received within five days, you should contact APS by sending a follow-up email to SolarSchoolGovt @gjaps.com.

APS will not accept incomplete applications. Please note:

- **APS is not responsible for applications not received due to an undeliverable email address**
- **A reservation application will not be accepted unless it is signed by the APS customer of record**
- **A reservation application must be received by the nomination period deadline (which ends the last BUSINESS day of the month - weekends are not included in the deadline period)**

rredc.nrel.gov/solar/calculators/PVWATTS/version2/pvwattsv2.cgi

Utility | Planning | deals | PVAC | external firms | Research | ArizonaGoSolar | mktg | AZ-school-district | new | NREL | www.ers.us

PVWatts

AC Energy & Cost Savings

Cautions for Interpreting the Results

(Type comments here to appear on printout; maximum 1 row of 90 characters.)

Station Identification	
Cell ID:	0187374
State:	Arizona
Latitude:	32.7 ° N
Longitude:	110.6 ° W
PV System Specifications	
DC Rating:	1.00 kW
DC to AC Derate Factor:	0.770
AC Rating:	0.77 kW
Array Type:	Fixed Tilt
Array Tilt:	10.0 °
Array Azimuth:	213.0 °
Energy Specifications	
Cost of Electricity:	9.2 ¢/kWh

Results

Month	Solar Radiation (kWh/m²/day)	AC Energy (kWh)	Energy Value ($)
1	3.98	90	8.29
2	4.64	94	8.66
3	5.82	129	11.89
4	6.98	147	13.54
5	7.52	157	14.47
6	7.70	152	14.01
7	6.84	140	12.90
8	6.28	130	11.98
9	6.16	126	11.61
10	5.25	112	10.32
11	4.40	95	8.75
12	3.58	81	7.46
Year	5.77	1453	133.88

Output Hourly Performance Data | Output Results as Text

2011 SCHOOLS AND GOVERNMENT PROGRAM
PHOTOVOLTAIC SYSTEM (GRID-TIED)
PRODUCTION BASED INCENTIVE RESERVATION
APPLICATION

This Incentive Program is funded by APS customers and approved by the Arizona Corporation Commission

Is this a revision of a previously submitted reservation application? □ Yes **XXX** No

In order to qualify for a production based incentive under the Schools and Government Program, the total incentive over the lifetime of the project must be over $75,000. Projects not meeting this requirement may apply for funding using our Non-Residential Up-Front Incentive program application.

RESERVATION APPLICATION

APS Customer Name __**GILA COUNTY**_____
(This should be the customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, please contact the APS customer care center at 602-371-7171 and make the account name change PRIOR to submitting the reservation application).

Division of Government name or School District Name: __**Public Works**_____

Installation Address ____**745 N. Rose Mofford Way GLOBE, AZ. 85501**_____

County : _____**GILA**_____

Is the property: **XXX** Owned □ Leased

If leased, a Landlord-Tenant rider will also be required and must be submitted with the application (located at www.aps.com/gosolar).

APS Account Number * _**377017284**_____ Meter Number * (6 digits) _**U47329**_____
(Meter Number associated with installation address)

Are you a: □ School or **XXX** Government Entity

Is this system applying for the 2011 Solar Daylighting Deployment Drive reimbursement**? **XXX** Yes □ No

* If there is currently no electrical service at the installation site, please leave account and meter number blank and check here. □
**For details on the Solar Daylighting Deployment Drive, please email SolarSchoolGovt@aps.com

APS CUSTOMER CONTACT INFORMATION (Please Note: installer/dealer contact information requested on next page)

APS Customer Contact Name _**Gila County Public Works Diana Jones**_____ Email: _**djones@co.gila.az.us**_____

Business Phone _____**928-402-8516**_____ Alternate Phone _**N/A**_____

Fax Number _____**928-425-8104**_____

Mailing Address _____ _**1400 E. Ash Street Globe, Arizona 85501**_____
(No P.O. Boxes, please - must be able to receive FedEx deliveries at this address)

Is the Customer a dealer or manufacturer of any of the components proposed in the qualifying system, or an employee of a dealer or manufacturer? □ Yes **XXX** No

If customer is a dealer, employee of, or a manufacturer of the system components, system costs are limited to actual costs rather than retail.

Is the Customer the primary occupant at the site location? **XXX** Yes □ No

If not, are you the landlord or owner? □ Yes □ No

NOTE:** All school PV systems participating in the 2011 APS Schools and Government Solar program will be required to install an ***APS "Mission: Sustainability" School Kiosk prior to incentive payment being requested. For a list of supplied materials and a marketing guide for ***the APS "Mission: Sustainability" School Kiosk*, please contact Jon Higuchi at Jon.Higuchi@,aps.com.**

INSTALLER INFORMATION

Installer Name (please supply full legal name) **Renewable Energy Contracting division of Ironco Enterprises**

Contact Name **Robert Olson** Email **Robert.Olson@ironco.net**

Telephone **(602) 243-5750 x127** Fax **(602) 243-5764**

Mailing Address **1025 E Broadway Rd, Phoenix, AZ 85040**

Installer's Arizona Registrar of Contractors (AZROC) License Information

Number **252666** Class **B1** Expiration **2/1/2013**

EQUIPMENT DEALER INFORMATION (If same as installer, check here XXX)

Dealer Name (please supply full legal name)_____

Contact Name _____ Email_____

Telephone_____ Fax_____

Mailing Address_____

Dealer's Arizona Registrar of Contractors (AZROC) License Information

Number_____ Class _____ Expiration_____

SYSTEM OWNER INFORMATION (if different than customer)

Company Name (please supply full legal name) **A special purpose LLC owned by Tioga Energy, Inc**

Contact Name **Marc Roper, Vice President of Sales & Marketing** Email **mroper@tiogaenergy.com**

Telephone **(415) 625-0700** Fax **(415) 513-1645**

Mailing Address **123 Mission Street, 9th Floor, San Francisco, CA 94105**

SYSTEM INFORMATION [Please contact your dealer/installer if unsure of the information to provide in this section]

Estimated Installation Date **7/11/2011** Is this a system expansion? □ Yes **XXX** No

(For Production Based Incentives, the system must be installed within 365 days from date of reservation. Allowing for engineering, permitting and interconnection approvals, what is the realistic estimated date of installation?)

If you plan for the system to be installed in 2011, the following year-end interconnect deadlines apply:

1. October 7,2011: interconnection application with full set of diagrams must be submitted
2. November 4,2011: diagrams must be approved
3. November 18,2011: scheduling of inspection must be confirmed

Estimated number of PV Panels **84** PV Module Manufacturer **Kyocera**

Model #_**KD235gx-LB**____ UL Listing UL_____**1703**_____

What is the DC watt rating per panel? _**235**___
Estimated number of Inverters _**1**___ Inverter Manufacturer _**PV Powered**_____
Model #(s)_**PVP25WAC**_____ UL Listing UL _**19940**_____

What is the AC watt rating of each inverter? _**25**_____

Estimated Total Project Costs* and system installation_**200000**____
* Total Project Costs is defined in the Credit Purchase Agreement and may include eligible financing, if applicable.

APS Compensation for Excess Production from PV System:

Please indicate your rate plan choice for any excess kWh production that will be delivered to the APS distribution system by your PV system. Please note that the rate chosen below is not a guarantee, but will be confirmed during the review process.

XXX EPR-6 (Energy sent back to the APS grid will appear as a kWh credit on your bill, often called "net metering". Any unused kWh credits that appear in the last billing cycle of the year will be paid out at a wholesale price) **NOTE: In order to qualify for this rate, the total AC inverter rating(s) CANNOT exceed 125% of the customer's metered peak demand during the last twelve months. Note, this Net-Metering rider is not available to Schools on the GS-SCHOOLS M or GS-SCHOOLS L rate schedule.**

□ EPR-2 (Energy sent back to the APS grid will be purchased by APS at a wholesale price, often called "net billing")

□ SC-S (If your inverter size is 100 kWac or larger and you are not using EPR-6, you must select the Standard Contract-Solar, or SC-S, rate. Energy sent back to the APS grid will be purchased by APS at the EPR-2 price, but additional standby charges may also apply based on customer demand.)

Rate schedules are posted at www.aps.com or call 602-328-1924.

POTENTIAL ADDITIONAL CHARGES:
Additional charges could include, but are not limited to:

- Upgrades to APS existing infrastructure required to support customer project
- Additional equipment required based on size or design of system
- RTUs as required by the interconnection study group

A copy of APS's Interconnection Requirements can be found at http://www.aps.com/main/green/choice/choice_79.html

INCENTIVE REQUEST

Please review the following information prior to completing the Incentive Request below. Payment of the requested incentive is subject to the following Incentive Program guidelines:

Funding reservations for production-based incentives are awarded on a competitive basis. For more detailed information, please see the decision process on the APS website at www.aps.com/gosolar under the appropriate program and technology. The per kWh incentive levels listed below are **maximum** amounts available. Because this is a competitive process, requesting less than the maximum amount will typically provide a more competitive ranking score.

Requested Renewable Energy Credit (REC) Agreement Term Incentive:

XXX 15-Year-$0.171/kWh

□ 20-Year-$0.155/kWh

The following information is REQUIRED to process your application:

1. Most recent 12 month usage history (kWh) for the meter the system is interconnecting to at the installation site: _**40,000 estimate**_____ kWh (If this is new construction, please provide an annual use estimate along with supporting documentation such as E-sheets from your electrical engineer).
2. Highest Peak demand (kW) during the most recent 12 month usage history: _**15 est**_____ kW
3. Proposed kWdc System Size: ___**20**_ kWdc
4. Proposed System Inverter Size:__**25**_ kWac (Maximum 2MWac)

5. System Size:__**20**_____ kWdc x Estimated Annual kWh per kWdc*:_**1470**____ = Anticipated Annual kWh Production** _**29400**____ kWh per year

* Please include PV Watts calculation Sheet (http://rredc.rirel.gov/solar/calculators/PVWATTS/versiori2/)

7. Estimated kWh per kW according to PVWatts2 (please attach)_**1453**_____ kWh per kW
8. Anticipated Annual kWh Production_**29400**__ x $_**0.171**____ per kWh (REC Term Incentive)

   = Estimated Annual Incentive Payment $ _**5027.4**___
9. For School Districts, what is your Project Ranking Matrix total?: _**0**____

****NOTE: Annual system production CANNOT exceed annual metered consumption**

ASSIGNMENT OF PAYMENT

Will payment be assigned to an installer, dealer or manufacturer of the qualifying system? **XXX** Yes □ No If yes, please provide the following information:

Name of Assignee:_**A special purpose LLC owned by Tioga Energy, Inc**_____

Mailing Address:_**123 Mission Street, 9th Floor, San Francisco, CA 94105**_____

CONFIDENTIALITY

Neither Party shall disclose any non-public, confidential or proprietary information relating to the Reservation (the "Confidential Information") to any third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) without the other Party's prior written consent. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Confidentiality provision. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Paragraph, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Paragraph, whether a claim is based in contract, tort, or otherwise.

Have you provided the required attachments?

- □ PV Watts calculation sheet (http://rredc.mel.gov/solar/calculators/PVWATTS/version2/)
- □ Project Ranking Matrix Sheet (only necessary for School Districts)
- □ A written system description
- □ A Landlord-Tenant Rider, if applicable
- □ If this is new construction, supporting documentation for estimated annual usage

If your reservation is approved, please note the following timelines:

1. **You are required to submit a copy of a Qualified Provider document within 30 days of reservation approval to signify that a developer has been selected.**
2. **Your signed Credit Purchase Agreement must be returned to APS within 60 days of submission of the Qualified Provider document.**
3. **Submittal of an Interconnection Application within 90 days of reservation date**
4. **A progress update is required at 150 days from reservation date, including status of the following:**

    a. **Interconnection Application**
    b. **Local permitting applications**
    c. **Equipment orders**
5. **System must be installed within 365 days from reservation date.**

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This Reservation Request and any attachments provided supersede all prior Reservation Requests submitted for the installation address listed on the first page of this document and for this particular technology.

Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.

CUSTOMER:

_Gila County_____
Name (Please Print)

_Michael A. Pastor, Chariman_____
Title/Business Name

_____
Signature

_4/19/2011_____
Date

In order for an application to be submitted, please submit this request electronically to SolarSchoolGovt@ aps.com. Once the application is received, a confirmation email will be sent to the e-mail address from which the application was sent. If a confirmation response is not received within five days, you should contact APS by sending a follow-up email to SolarSchoolGovt @gjaps.com.

APS will not accept incomplete applications. Please note:

- **APS is not responsible for applications not received due to an undeliverable email address**
- **A reservation application will not be accepted unless it is signed by the APS customer of record**
- **A reservation application must be received by the nomination period deadline (which ends the last BUSINESS day of the month - weekends are not included in the deadline period)**

rredc.nrel.gov/solar/calculators/PVWATTS/version2/pvwattsv2.cgi

Utility | Planning | deals | PVAC | external firms | Research | ArizonaGoSolar | mktg | AZ-school-district | new | NREL | www.ers.us

PVWatts

AC Energy & Cost Savings

Cautions for Interpreting the Results

(Type comments here to appear on printout; maximum 1 row of 90 characters.)

Station Identification	
Cell ID:	0187374
State:	Arizona
Latitude:	32.7 ° N
Longitude:	110.6 ° W
PV System Specifications	
DC Rating:	1.00 kW
DC to AC Derate Factor:	0.770
AC Rating:	0.77 kW
Array Type:	Fixed Tilt
Array Tilt:	10.0 °
Array Azimuth:	213.0 °
Energy Specifications	
Cost of Electricity:	9.2 ¢/kWh

Results

Month	Solar Radiation (kWh/m²/day)	AC Energy (kWh)	Energy Value ($)
1	3.98	90	8.29
2	4.64	94	8.66
3	5.82	129	11.89
4	6.98	147	13.54
5	7.52	157	14.47
6	7.70	152	14.01
7	6.84	140	12.90
8	6.28	130	11.98
9	6.16	126	11.61
10	5.25	112	10.32
11	4.40	95	8.75
12	3.58	81	7.46
Year	5.77	1453	133.88

Output Hourly Performance Data | Output Results as Text

2011 SCHOOLS AND GOVERNMENT PROGRAM
PHOTOVOLTAIC SYSTEM (GRID-TIED)
PRODUCTION BASED INCENTIVE RESERVATION
APPLICATION

This Incentive Program is funded by APS customers and approved by the Arizona Corporation Commission

Is this a revision of a previously submitted reservation application? □ Yes **XXX** No

In order to qualify for a production based incentive under the Schools and Government Program, the total incentive over the lifetime of the project must be over $75,000. Projects not meeting this requirement may apply for funding using our Non-Residential Up-Front Incentive program application.

RESERVATION APPLICATION

APS Customer Name __**GILA COUNTY**_____
(This should be the customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, please contact the APS customer care center at 602-371-7171 and make the account name change PRIOR to submitting the reservation application).

Division of Government name or School District Name: __**Central Heights**_____

Installation Address ____**5515 Apache Ave Globe, AZ 85501**_____

County : _____**GILA**_____

Is the property: Owned **XXX** Leased

If leased, a Landlord-Tenant rider will also be required and must be submitted with the application (located at www.aps.com/gosolar).

APS Account Number * _**732014281**_____ Meter Number * (6 digits) _**G71791**_____
(Meter Number associated with installation address)

Are you a: □ School or **XXX** Government Entity

Is this system applying for the 2011 Solar Daylighting Deployment Drive reimbursement**? **XXX** Yes □ No

* If there is currently no electrical service at the installation site, please leave account and meter number blank and check here. □
**For details on the Solar Daylighting Deployment Drive, please email SolarSchoolGovt@aps.com

APS CUSTOMER CONTACT INFORMATION (Please Note: installer/dealer contact information requested on next page)

APS Customer Contact Name _**Gila County Public Works Diana Jones**_____ Email: _**djones@co.gila.az.us**_____

Business Phone _____**928-402-8516**_____ Alternate Phone _**N/A**_____

Fax Number _____**928-425-8104**_____

Mailing Address _____ _**1400 E. Ash Street Globe, Arizona 85501**_____
(No P.O. Boxes, please - must be able to receive FedEx deliveries at this address)

Is the Customer a dealer or manufacturer of any of the components proposed in the qualifying system, or an employee of a dealer or manufacturer? □ Yes **XXX** No

If customer is a dealer, employee of, or a manufacturer of the system components, system costs are limited to actual costs rather than retail.

Is the Customer the primary occupant at the site location? **XXX** Yes □ No

If not, are you the landlord or owner? □ Yes □ No

NOTE:** All school PV systems participating in the 2011 APS Schools and Government Solar program will be required to install an ***APS "Mission: Sustainability" School Kiosk prior to incentive payment being requested. For a list of supplied materials and a marketing guide for ***the APS "Mission: Sustainability" School Kiosk*, please contact Jon Higuchi at Jon.Higuchi@,aps.com.**

INSTALLER INFORMATION

Installer Name (please supply full legal name) _**Renewable Energy Contracting division of Ironco Enterprises**_____

Contact Name ___**Robert Olson**_____ Email_**Robert.Olson@ironco.net**_____

Telephone _____**(602) 243-5750 x127**_____ Fax_ _**(602) 243-5764**_____

Mailing Address_**1025 E Broadway Rd, Phoenix, AZ 85040**_____

Installer's Arizona Registrar of Contractors (AZROC) License Information

Number____ ___**252666**_____ Class_**B1**____ Expiration_**2/1/2013**_____

EQUIPMENT DEALER INFORMATION (If same as installer, check here XXX)

Dealer Name (please supply full legal name)_____

Contact Name _____ Email_____

Telephone_____ Fax_____

Mailing Address_____

Dealer's Arizona Registrar of Contractors (AZROC) License Information

Number_____ Class _____ Expiration_____

SYSTEM OWNER INFORMATION (if different than customer)

Company Name (please supply full legal name)_**A special purpose LLC owned by Tioga Energy, Inc**_____

Contact Name___**Marc Roper, Vice President of Sales & Marketing**_____ Email__**mroper@tiogaenergy.com**_____

Telephone_____**(415) 625-0700**_____ Fax____**(415) 513-1645**_____

Mailing Address_**123 Mission Street, 9th Floor, San Francisco, CA 94105**_____

SYSTEM INFORMATION [Please contact your dealer/installer if unsure of the information to provide in this section]

Estimated Installation Date_**7/11/2011**_____ _Is this a system expansion? □ Yes **XXX** No

(For Production Based Incentives, the system must be installed within 365 days from date of reservation. Allowing for engineering, permitting and interconnection approvals, what is the realistic estimated date of installation?)

If you plan for the system to be installed in 2011, the following year-end interconnect deadlines apply:

1. October 7,2011: interconnection application with full set of diagrams must be submitted
2. November 4,2011: diagrams must be approved
3. November 18,2011: scheduling of inspection must be confirmed

Estimated number of PV Panels_**786**_ PV Module Manufacturer__**Kyocera**_____

Model #_**KD235gx-LB**____ UL Listing UL_____**1703**_____

What is the DC watt rating per panel? _**235**___
Estimated number of Inverters _**1**___ Inverter Manufacturer _**PV Powered**_____
Model #(s)_**PVP250WAC**_____ UL Listing UL _**19940**_____

What is the AC watt rating of each inverter? _**250**_____

Estimated Total Project Costs* and system installation_**1850000**____
* Total Project Costs is defined in the Credit Purchase Agreement and may include eligible financing, if applicable.

APS Compensation for Excess Production from PV System:

Please indicate your rate plan choice for any excess kWh production that will be delivered to the APS distribution system by your PV system. Please note that the rate chosen below is not a guarantee, but will be confirmed during the review process.

XXX EPR-6 (Energy sent back to the APS grid will appear as a kWh credit on your bill, often called "net metering". Any unused kWh credits that appear in the last billing cycle of the year will be paid out at a wholesale price) **NOTE: In order to qualify for this rate, the total AC inverter rating(s) CANNOT exceed 125% of the customer's metered peak demand during the last twelve months. Note, this Net-Metering rider is not available to Schools on the GS-SCHOOLS M or GS-SCHOOLS L rate schedule.**

□ EPR-2 (Energy sent back to the APS grid will be purchased by APS at a wholesale price, often called "net billing")

□ SC-S (If your inverter size is 100 kWac or larger and you are not using EPR-6, you must select the Standard Contract-Solar, or SC-S, rate. Energy sent back to the APS grid will be purchased by APS at the EPR-2 price, but additional standby charges may also apply based on customer demand.)

Rate schedules are posted at www.aps.com or call 602-328-1924.

POTENTIAL ADDITIONAL CHARGES:
Additional charges could include, but are not limited to:

- Upgrades to APS existing infrastructure required to support customer project
- Additional equipment required based on size or design of system
- RTUs as required by the interconnection study group

A copy of APS's Interconnection Requirements can be found at http://www.aps.com/main/green/choice/choice_79.html

INCENTIVE REQUEST

Please review the following information prior to completing the Incentive Request below. Payment of the requested incentive is subject to the following Incentive Program guidelines:

Funding reservations for production-based incentives are awarded on a competitive basis. For more detailed information, please see the decision process on the APS website at www.aps.com/gosolar under the appropriate program and technology. The per kWh incentive levels listed below are **maximum** amounts available. Because this is a competitive process, requesting less than the maximum amount will typically provide a more competitive ranking score.

Requested Renewable Energy Credit (REC) Agreement Term Incentive:

XXX 15-Year-$0.171/kWh

□ 20-Year-$0.155/kWh

The following information is REQUIRED to process your application:

1. Most recent 12 month usage history (kWh) for the meter the system is interconnecting to at the installation site: _**351,760**_____ kWh (If this is new construction, please provide an annual use estimate along with supporting documentation such as E-sheets from your electrical engineer).
2. Highest Peak demand (kW) during the most recent 12 month usage history: _**100 est**_____ kW
3. Proposed kWdc System Size: ___**185**_ kWdc
4. Proposed System Inverter Size:__**250**_ kWac (Maximum 2MWac)

5. System Size:__**185**_____ kWdc x Estimated Annual kWh per kWdc*:_**1470**____ = Anticipated Annual kWh Production** _**271950**____ kWh per year

* Please include PV Watts calculation Sheet (http://rredc.rirel.gov/solar/calculators/PVWATTS/versiori2/)

7. Estimated kWh per kW according to PVWatts2 (please attach)_**1453**_____ kWh per kW
8. Anticipated Annual kWh Production_**271950**__ x $_**0.171**____ per kWh (REC Term Incentive)

   = Estimated Annual Incentive Payment $ _**46503.45**___
9. For School Districts, what is your Project Ranking Matrix total?: _**0**____

****NOTE: Annual system production CANNOT exceed annual metered consumption**

ASSIGNMENT OF PAYMENT

Will payment be assigned to an installer, dealer or manufacturer of the qualifying system? **XXX** Yes □ No If yes, please provide the following information:

Name of Assignee:_**A special purpose LLC owned by Tioga Energy, Inc**_____

Mailing Address:_**123 Mission Street, 9th Floor, San Francisco, CA 94105**_____

CONFIDENTIALITY

Neither Party shall disclose any non-public, confidential or proprietary information relating to the Reservation (the "Confidential Information") to any third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) without the other Party's prior written consent. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Confidentiality provision. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Paragraph, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Paragraph, whether a claim is based in contract, tort, or otherwise.

Have you provided the required attachments?

- □ PV Watts calculation sheet (http://rredc.mel.gov/solar/calculators/PVWATTS/version2/)
- □ Project Ranking Matrix Sheet (only necessary for School Districts)
- □ A written system description
- □ A Landlord-Tenant Rider, if applicable
- □ If this is new construction, supporting documentation for estimated annual usage

If your reservation is approved, please note the following timelines:

1. **You are required to submit a copy of a Qualified Provider document within 30 days of reservation approval to signify that a developer has been selected.**
2. **Your signed Credit Purchase Agreement must be returned to APS within 60 days of submission of the Qualified Provider document.**
3. **Submittal of an Interconnection Application within 90 days of reservation date**
4. **A progress update is required at 150 days from reservation date, including status of the following:**

    a. **Interconnection Application**
    b. **Local permitting applications**
    c. **Equipment orders**
5. **System must be installed within 365 days from reservation date.**

Projects not meeting timelines may be cancelled. If extenuating circumstances exist, you may request consideration for an extension by contacting APS at SolarSchoolGovt@aps.com. If your project requires outside financing, it should be secured at the beginning of the application process. Please note that extensions will not be granted for lack of secured financing.

This Reservation Request and any attachments provided supersede all prior Reservation Requests submitted for the installation address listed on the first page of this document and for this particular technology.

Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.

CUSTOMER:

_Gila County_____
Name (Please Print)

_Michael A. Pastor, Chariman_____
Title/Business Name

_____
Signature

_4/19/2011_____
Date

In order for an application to be submitted, please submit this request electronically to SolarSchoolGovt@ aps.com. Once the application is received, a confirmation email will be sent to the e-mail address from which the application was sent. If a confirmation response is not received within five days, you should contact APS by sending a follow-up email to SolarSchoolGovt @gjaps.com.

APS will not accept incomplete applications. Please note:

- **APS is not responsible for applications not received due to an undeliverable email address**
- **A reservation application will not be accepted unless it is signed by the APS customer of record**
- **A reservation application must be received by the nomination period deadline (which ends the last BUSINESS day of the month - weekends are not included in the deadline period)**

rredc.nrel.gov/solar/calculators/PVWATTS/version2/pvwattsv2.cgi

Utility | Planning | deals | PVAC | external firms | Research | ArizonaGoSolar | mktg | AZ-school-district | new | NREL | www.ers.us

PVWatts

AC Energy & Cost Savings

Cautions for Interpreting the Results

(Type comments here to appear on printout; maximum 1 row of 90 characters.)

Station Identification	
Cell ID:	0187374
State:	Arizona
Latitude:	32.7 ° N
Longitude:	110.6 ° W
PV System Specifications	
DC Rating:	1.00 kW
DC to AC Derate Factor:	0.770
AC Rating:	0.77 kW
Array Type:	Fixed Tilt
Array Tilt:	10.0 °
Array Azimuth:	213.0 °
Energy Specifications	
Cost of Electricity:	9.2 ¢/kWh

Results

Month	Solar Radiation (kWh/m²/day)	AC Energy (kWh)	Energy Value ($)
1	3.98	90	8.29
2	4.64	94	8.66
3	5.82	129	11.89
4	6.98	147	13.54
5	7.52	157	14.47
6	7.70	152	14.01
7	6.84	140	12.90
8	6.28	130	11.98
9	6.16	126	11.61
10	5.25	112	10.32
11	4.40	95	8.75
12	3.58	81	7.46
Year	5.77	1453	133.88

Output Hourly Performance Data | Output Results as Text

2011 SCHOOLS AND GOVERNMENT PROGRAM
PHOTOVOLTAIC SYSTEM (GRID-TIED)
PRODUCTION BASED INCENTIVE RESERVATION
APPLICATION

This Incentive Program is funded by APS customers and approved by the Arizona Corporation Commission

Is this a revision of a previously submitted reservation application? □ Yes **XXX** No

In order to qualify for a production based incentive under the Schools and Government Program, the total incentive over the lifetime of the project must be over $75,000. Projects not meeting this requirement may apply for funding using our Non-Residential Up-Front Incentive program application.

RESERVATION APPLICATION

APS Customer Name __**GILA COUNTY**_____
(This should be the customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, please contact the APS customer care center at 602-371-7171 and make the account name change PRIOR to submitting the reservation application).

Division of Government name or School District Name: __**Payson Courthouse 1**_____

Installation Address ____**714 S Beeline Hwy Ste 1 Payson, AZ**_____

County : _____**GILA**_____

Is the property: **XXX** Owned □ Leased

If leased, a Landlord-Tenant rider will also be required and must be submitted with the application (located at www.aps.com/gosolar).

APS Account Number * _**722191287**_____ Meter Number * (6 digits) _**738808**_____
(Meter Number associated with installation address)

Are you a: □ School or **XXX** Government Entity

Is this system applying for the 2011 Solar Daylighting Deployment Drive reimbursement**? **XXX** Yes □ No

* If there is currently no electrical service at the installation site, please leave account and meter number blank and check here. □
**For details on the Solar Daylighting Deployment Drive, please email SolarSchoolGovt@aps.com

APS CUSTOMER CONTACT INFORMATION (Please Note: installer/dealer contact information requested on next page)

APS Customer Contact Name _**Gila County Public Works Diana Jones**_____ Email: _**djones@co.gila.az.us**_____

Business Phone _____**928-402-8516**_____ Alternate Phone _**N/A**_____

Fax Number _____**928-425-8104**_____

Mailing Address _____ _**1400 E. Ash Street Globe, Arizona 85501**_____
(No P.O. Boxes, please - must be able to receive FedEx deliveries at this address)

Is the Customer a dealer or manufacturer of any of the components proposed in the qualifying system, or an employee of a dealer or manufacturer? □ Yes **XXX** No

If customer is a dealer, employee of, or a manufacturer of the system components, system costs are limited to actual costs rather than retail.

Is the Customer the primary occupant at the site location? **XXX** Yes □ No

If not, are you the landlord or owner? □ Yes □ No

NOTE:** All school PV systems participating in the 2011 APS Schools and Government Solar program will be required to install an ***APS "Mission: Sustainability" School Kiosk prior to incentive payment being requested. For a list of supplied materials and a marketing guide for ***the APS "Mission: Sustainability" School Kiosk*, please contact Jon Higuchi at Jon.Higuchi@,aps.com.**

INSTALLER INFORMATION

Installer Name (please supply full legal name) **Renewable Energy Contracting division of Ironco Enterprises**

Contact Name **Robert Olson** Email **Robert.Olson@ironco.net**

Telephone **(602) 243-5750 x127** Fax **(602) 243-5764**

Mailing Address **1025 E Broadway Rd, Phoenix, AZ 85040**

Installer's Arizona Registrar of Contractors (AZROC) License Information

Number **252666** Class **B1** Expiration **2/1/2013**

EQUIPMENT DEALER INFORMATION (If same as installer, check here XXX)

Dealer Name (please supply full legal name)_____

Contact Name _____ Email_____

Telephone_____ Fax_____

Mailing Address_____

Dealer's Arizona Registrar of Contractors (AZROC) License Information

Number_____ Class _____ Expiration_____

SYSTEM OWNER INFORMATION (if different than customer)

Company Name (please supply full legal name) **A special purpose LLC owned by Tioga Energy, Inc**

Contact Name **Marc Roper, Vice President of Sales & Marketing** Email **mroper@tiogaenergy.com**

Telephone **(415) 625-0700** Fax **(415) 513-1645**

Mailing Address **123 Mission Street, 9th Floor, San Francisco, CA 94105**

SYSTEM INFORMATION [Please contact your dealer/installer if unsure of the information to provide in this section]

Estimated Installation Date **8/11/2011** Is this a system expansion? □ Yes **XXX** No

(For Production Based Incentives, the system must be installed within 365 days from date of reservation. Allowing for engineering, permitting and interconnection approvals, what is the realistic estimated date of installation?)

If you plan for the system to be installed in 2011, the following year-end interconnect deadlines apply:

1. October 7,2011: interconnection application with full set of diagrams must be submitted
2. November 4,2011: diagrams must be approved
3. November 18,2011: scheduling of inspection must be confirmed

Estimated number of PV Panels **68** PV Module Manufacturer **Kyocera**

Model #_**KD235gx-LB**____ UL Listing UL_____**1703**_____

What is the DC watt rating per panel? _**235**___
Estimated number of Inverters _**1**___ Inverter Manufacturer _**PV Powered**_____
Model #(s)_**PVP25WAC**_____ UL Listing UL _**19940**_____

What is the AC watt rating of each inverter? _**25**_____

Estimated Total Project Costs* and system installation_**160000**____
* Total Project Costs is defined in the Credit Purchase Agreement and may include eligible financing, if applicable.

APS Compensation for Excess Production from PV System:

Please indicate your rate plan choice for any excess kWh production that will be delivered to the APS distribution system by your PV system. Please note that the rate chosen below is not a guarantee, but will be confirmed during the review process.

XXX EPR-6 (Energy sent back to the APS grid will appear as a kWh credit on your bill, often called "net metering". Any unused kWh credits that appear in the last billing cycle of the year will be paid out at a wholesale price) **NOTE: In order to qualify for this rate, the total AC inverter rating(s) CANNOT exceed 125% of the customer's metered peak demand during the last twelve months. Note, this Net-Metering rider is not available to Schools on the GS-SCHOOLS M or GS-SCHOOLS L rate schedule.**

□ EPR-2 (Energy sent back to the APS grid will be purchased by APS at a wholesale price, often called "net billing")

□ SC-S (If your inverter size is 100 kWac or larger and you are not using EPR-6, you must select the Standard Contract-Solar, or SC-S, rate. Energy sent back to the APS grid will be purchased by APS at the EPR-2 price, but additional standby charges may also apply based on customer demand.)

Rate schedules are posted at www.aps.com or call 602-328-1924.

POTENTIAL ADDITIONAL CHARGES:
Additional charges could include, but are not limited to:

- Upgrades to APS existing infrastructure required to support customer project
- Additional equipment required based on size or design of system
- RTUs as required by the interconnection study group

A copy of APS's Interconnection Requirements can be found at http://www.aps.com/main/green/choice/choice_79.html

INCENTIVE REQUEST

Please review the following information prior to completing the Incentive Request below. Payment of the requested incentive is subject to the following Incentive Program guidelines:

Funding reservations for production-based incentives are awarded on a competitive basis. For more detailed information, please see the decision process on the APS website at www.aps.com/gosolar under the appropriate program and technology. The per kWh incentive levels listed below are **maximum** amounts available. Because this is a competitive process, requesting less than the maximum amount will typically provide a more competitive ranking score.

Requested Renewable Energy Credit (REC) Agreement Term Incentive:

XXX 15-Year-$0.171/kWh

□ 20-Year-$0.155/kWh

The following information is REQUIRED to process your application:

1. Most recent 12 month usage history (kWh) for the meter the system is interconnecting to at the installation site: _**27,689**_____ kWh (If this is new construction, please provide an annual use estimate along with supporting documentation such as E-sheets from your electrical engineer).
2. Highest Peak demand (kW) during the most recent 12 month usage history: _**15 est**_____ kW
3. Proposed kWdc System Size: ___**16**_ kWdc
4. Proposed System Inverter Size:__**25**_ kWac (Maximum 2MWac)

5. System Size:__**16**_____ kWdc x Estimated Annual kWh per kWdc*:_**1470**____ = Anticipated Annual kWh Production** _**23520**____ kWh per year

* Please include PV Watts calculation Sheet (http://rredc.rirel.gov/solar/calculators/PVWATTS/versiori2/)

7. Estimated kWh per kW according to PVWatts2 (please attach)_**1453**_____ kWh per kW
8. Anticipated Annual kWh Production_**23520**__ x $_**0.171**____ per kWh (REC Term Incentive)

   = Estimated Annual Incentive Payment $ _**4021.92**___
9. For School Districts, what is your Project Ranking Matrix total?: _**0**____

****NOTE: Annual system production CANNOT exceed annual metered consumption**

ASSIGNMENT OF PAYMENT

Will payment be assigned to an installer, dealer or manufacturer of the qualifying system? **XXX** Yes □ No If yes, please provide the following information:

Name of Assignee:_**A special purpose LLC owned by Tioga Energy, Inc**_____

Mailing Address:_**123 Mission Street, 9th Floor, San Francisco, CA 94105**_____

CONFIDENTIALITY

Neither Party shall disclose any non-public, confidential or proprietary information relating to the Reservation (the "Confidential Information") to any third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) without the other Party's prior written consent. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Confidentiality provision. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Paragraph, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Paragraph, whether a claim is based in contract, tort, or otherwise.

Have you provided the required attachments?

- □ PV Watts calculation sheet (http://rredc.mel.gov/solar/calculators/PVWATTS/version2/)
- □ Project Ranking Matrix Sheet (only necessary for School Districts)
- □ A written system description
- □ A Landlord-Tenant Rider, if applicable
- □ If this is new construction, supporting documentation for estimated annual usage

If your reservation is approved, please note the following timelines:

1. **You are required to submit a copy of a Qualified Provider document within 30 days of reservation approval to signify that a developer has been selected.**
2. **Your signed Credit Purchase Agreement must be returned to APS within 60 days of submission of the Qualified Provider document.**
3. **Submittal of an Interconnection Application within 90 days of reservation date**
4. **A progress update is required at 150 days from reservation date, including status of the following:**

    a. **Interconnection Application**
    b. **Local permitting applications**
    c. **Equipment orders**
5. **System must be installed within 365 days from reservation date.**

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This Reservation Request and any attachments provided supersede all prior Reservation Requests submitted for the installation address listed on the first page of this document and for this particular technology.

Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.

CUSTOMER:

_Gila County_____
Name (Please Print)

_Michael A. Pastor, Chariman_____
Title/Business Name

_____
Signature

_4/19/2011_____
Date

In order for an application to be submitted, please submit this request electronically to SolarSchoolGovt@ aps.com. Once the application is received, a confirmation email will be sent to the e-mail address from which the application was sent. If a confirmation response is not received within five days, you should contact APS by sending a follow-up email to SolarSchoolGovt @gjaps.com.

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- **A reservation application must be received by the nomination period deadline (which ends the last BUSINESS day of the month - weekends are not included in the deadline period)**

rredc.nrel.gov/solar/calculators/PVWATTS/version2/pvwattsv2.cgi

Utility | Planning | deals | PVAC | external firms | Research | ArizonaGoSolar | mktg | AZ-school-district | new | NREL | www.ers.us

PVWatts

AC Energy & Cost Savings

Cautions for Interpreting the Results

(Type comments here to appear on printout; maximum 1 row of 90 characters.)

Station Identification	
Cell ID:	0187374
State:	Arizona
Latitude:	32.7 ° N
Longitude:	110.6 ° W
PV System Specifications	
DC Rating:	1.00 kW
DC to AC Derate Factor:	0.770
AC Rating:	0.77 kW
Array Type:	Fixed Tilt
Array Tilt:	10.0 °
Array Azimuth:	213.0 °
Energy Specifications	
Cost of Electricity:	9.2 ¢/kWh

Results

Month	Solar Radiation (kWh/m²/day)	AC Energy (kWh)	Energy Value ($)
1	3.98	90	8.29
2	4.64	94	8.66
3	5.82	129	11.89
4	6.98	147	13.54
5	7.52	157	14.47
6	7.70	152	14.01
7	6.84	140	12.90
8	6.28	130	11.98
9	6.16	126	11.61
10	5.25	112	10.32
11	4.40	95	8.75
12	3.58	81	7.46
Year	5.77	1453	133.88

Output Hourly Performance Data | Output Results as Text

2011 SCHOOLS AND GOVERNMENT PROGRAM
PHOTOVOLTAIC SYSTEM (GRID-TIED)
PRODUCTION BASED INCENTIVE RESERVATION
APPLICATION

This Incentive Program is funded by APS customers and approved by the Arizona Corporation Commission

Is this a revision of a previously submitted reservation application? □ Yes **XXX** No

In order to qualify for a production based incentive under the Schools and Government Program, the total incentive over the lifetime of the project must be over $75,000. Projects not meeting this requirement may apply for funding using our Non-Residential Up-Front Incentive program application.

RESERVATION APPLICATION

APS Customer Name __**GILA COUNTY**_____
(This should be the customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, please contact the APS customer care center at 602-371-7171 and make the account name change PRIOR to submitting the reservation application).

Division of Government name or School District Name: __**Payson Courthouse 2**_____

Installation Address ____**714 S Beeline Hwy Ste 4 Payson, AZ**_____

County : _____**GILA**_____

Is the property: **XXX** Owned □ Leased

If leased, a Landlord-Tenant rider will also be required and must be submitted with the application (located at www.aps.com/gosolar).

APS Account Number * _**643532284**_____ Meter Number * (6 digits) _**P19946**_____
(Meter Number associated with installation address)

Are you a: □ School or **XXX** Government Entity

Is this system applying for the 2011 Solar Daylighting Deployment Drive reimbursement**? **XXX** Yes □ No

* If there is currently no electrical service at the installation site, please leave account and meter number blank and check here. □
**For details on the Solar Daylighting Deployment Drive, please email SolarSchoolGovt@aps.com

APS CUSTOMER CONTACT INFORMATION (Please Note: installer/dealer contact information requested on next page)

APS Customer Contact Name _**Gila County Public Works Diana Jones**_____ Email: _**djones@co.gila.az.us**_____

Business Phone _____**928-402-8516**_____ Alternate Phone _**N/A**_____

Fax Number _____**928-425-8104**_____

Mailing Address _____ _**1400 E. Ash Street Globe, Arizona 85501**_____
(No P.O. Boxes, please - must be able to receive FedEx deliveries at this address)

Is the Customer a dealer or manufacturer of any of the components proposed in the qualifying system, or an employee of a dealer or manufacturer? □ Yes **XXX** No

If customer is a dealer, employee of, or a manufacturer of the system components, system costs are limited to actual costs rather than retail.

Is the Customer the primary occupant at the site location? **XXX** Yes □ No

If not, are you the landlord or owner? □ Yes □ No

NOTE:** All school PV systems participating in the 2011 APS Schools and Government Solar program will be required to install an ***APS "Mission: Sustainability" School Kiosk prior to incentive payment being requested. For a list of supplied materials and a marketing guide for ***the APS "Mission: Sustainability" School Kiosk*, please contact Jon Higuchi at Jon.Higuchi@,aps.com.**

INSTALLER INFORMATION

Installer Name (please supply full legal name) **Renewable Energy Contracting division of Ironco Enterprises**

Contact Name **Robert Olson** Email **Robert.Olson@ironco.net**

Telephone **(602) 243-5750 x127** Fax **(602) 243-5764**

Mailing Address **1025 E Broadway Rd, Phoenix, AZ 85040**

Installer's Arizona Registrar of Contractors (AZROC) License Information

Number **252666** Class **B1** Expiration **2/1/2013**

EQUIPMENT DEALER INFORMATION (If same as installer, check here XXX)

Dealer Name (please supply full legal name)_____

Contact Name _____ Email_____

Telephone_____ Fax_____

Mailing Address_____

Dealer's Arizona Registrar of Contractors (AZROC) License Information

Number_____ Class _____ Expiration_____

SYSTEM OWNER INFORMATION (if different than customer)

Company Name (please supply full legal name) **A special purpose LLC owned by Tioga Energy, Inc**

Contact Name **Marc Roper, Vice President of Sales & Marketing** Email **mroper@tiogaenergy.com**

Telephone **(415) 625-0700** Fax **(415) 513-1645**

Mailing Address **123 Mission Street, 9th Floor, San Francisco, CA 94105**

SYSTEM INFORMATION [Please contact your dealer/installer if unsure of the information to provide in this section]

Estimated Installation Date **8/11/2011** Is this a system expansion? □ Yes **XXX** No

(For Production Based Incentives, the system must be installed within 365 days from date of reservation. Allowing for engineering, permitting and interconnection approvals, what is the realistic estimated date of installation?)

If you plan for the system to be installed in 2011, the following year-end interconnect deadlines apply:

1. October 7,2011: interconnection application with full set of diagrams must be submitted
2. November 4,2011: diagrams must be approved
3. November 18,2011: scheduling of inspection must be confirmed

Estimated number of PV Panels **26** PV Module Manufacturer **Kyocera**

Model #_**KD235gx-LB**____ UL Listing UL_____**1703**_____

What is the DC watt rating per panel? _**235**___
Estimated number of Inverters _**1**___ Inverter Manufacturer _**PV Powered**_____
Model #(s)_**PVP10WAC**_____ UL Listing UL _**19940**_____

What is the AC watt rating of each inverter? _**10**_____

Estimated Total Project Costs* and system installation_**60000**____
* Total Project Costs is defined in the Credit Purchase Agreement and may include eligible financing, if applicable.

APS Compensation for Excess Production from PV System:

Please indicate your rate plan choice for any excess kWh production that will be delivered to the APS distribution system by your PV system. Please note that the rate chosen below is not a guarantee, but will be confirmed during the review process.

XXX EPR-6 (Energy sent back to the APS grid will appear as a kWh credit on your bill, often called "net metering". Any unused kWh credits that appear in the last billing cycle of the year will be paid out at a wholesale price) **NOTE: In order to qualify for this rate, the total AC inverter rating(s) CANNOT exceed 125% of the customer's metered peak demand during the last twelve months. Note, this Net-Metering rider is not available to Schools on the GS-SCHOOLS M or GS-SCHOOLS L rate schedule.**

□ EPR-2 (Energy sent back to the APS grid will be purchased by APS at a wholesale price, often called "net billing")

□ SC-S (If your inverter size is 100 kWac or larger and you are not using EPR-6, you must select the Standard Contract-Solar, or SC-S, rate. Energy sent back to the APS grid will be purchased by APS at the EPR-2 price, but additional standby charges may also apply based on customer demand.)

Rate schedules are posted at www.aps.com or call 602-328-1924.

POTENTIAL ADDITIONAL CHARGES:
Additional charges could include, but are not limited to:

- Upgrades to APS existing infrastructure required to support customer project
- Additional equipment required based on size or design of system
- RTUs as required by the interconnection study group

A copy of APS's Interconnection Requirements can be found at http://www.aps.com/main/green/choice/choice_79.html

INCENTIVE REQUEST

Please review the following information prior to completing the Incentive Request below. Payment of the requested incentive is subject to the following Incentive Program guidelines:

Funding reservations for production-based incentives are awarded on a competitive basis. For more detailed information, please see the decision process on the APS website at www.aps.com/gosolar under the appropriate program and technology. The per kWh incentive levels listed below are **maximum** amounts available. Because this is a competitive process, requesting less than the maximum amount will typically provide a more competitive ranking score.

Requested Renewable Energy Credit (REC) Agreement Term Incentive:

XXX 15-Year-$0.171/kWh

□ 20-Year-$0.155/kWh

The following information is REQUIRED to process your application:

1. Most recent 12 month usage history (kWh) for the meter the system is interconnecting to at the installation site: _**12,165**_____ kWh (If this is new construction, please provide an annual use estimate along with supporting documentation such as E-sheets from your electrical engineer).
2. Highest Peak demand (kW) during the most recent 12 month usage history: _**10 est**_____ kW
3. Proposed kWdc System Size: ___**6**_ kWdc
4. Proposed System Inverter Size:__**10**_ kWac (Maximum 2MWac)

5. System Size:__**6**_____ kWdc x Estimated Annual kWh per kWdc*:_**1470**____ = Anticipated Annual kWh Production** _**8820**____ kWh per year

* Please include PV Watts calculation Sheet (http://rredc.rirel.gov/solar/calculators/PVWATTS/versiori2/)

7. Estimated kWh per kW according to PVWatts2 (please attach)_**1453**_____ kWh per kW
8. Anticipated Annual kWh Production_**8820**__ x $_**0.171**____ per kWh (REC Term Incentive)

   = Estimated Annual Incentive Payment $ _**1508.22**___
9. For School Districts, what is your Project Ranking Matrix total?: _**0**____

****NOTE: Annual system production CANNOT exceed annual metered consumption**

ASSIGNMENT OF PAYMENT

Will payment be assigned to an installer, dealer or manufacturer of the qualifying system? **XXX** Yes □ No If yes, please provide the following information:

Name of Assignee:_**A special purpose LLC owned by Tioga Energy, Inc**_____

Mailing Address:_**123 Mission Street, 9th Floor, San Francisco, CA 94105**_____

CONFIDENTIALITY

Neither Party shall disclose any non-public, confidential or proprietary information relating to the Reservation (the "Confidential Information") to any third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) without the other Party's prior written consent. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Confidentiality provision. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Paragraph, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Paragraph, whether a claim is based in contract, tort, or otherwise.

Have you provided the required attachments?

- □ PV Watts calculation sheet (http://rredc.mel.gov/solar/calculators/PVWATTS/version2/)
- □ Project Ranking Matrix Sheet (only necessary for School Districts)
- □ A written system description
- □ A Landlord-Tenant Rider, if applicable
- □ If this is new construction, supporting documentation for estimated annual usage

If your reservation is approved, please note the following timelines:

1. **You are required to submit a copy of a Qualified Provider document within 30 days of reservation approval to signify that a developer has been selected.**
2. **Your signed Credit Purchase Agreement must be returned to APS within 60 days of submission of the Qualified Provider document.**
3. **Submittal of an Interconnection Application within 90 days of reservation date**
4. **A progress update is required at 150 days from reservation date, including status of the following:**

    a. **Interconnection Application**
    b. **Local permitting applications**
    c. **Equipment orders**
5. **System must be installed within 365 days from reservation date.**

Projects not meeting timelines may be cancelled. If extenuating circumstances exist, you may request consideration for an extension by contacting APS at SolarSchoolGovt@aps.com. If your project requires outside financing, it should be secured at the beginning of the application process. Please note that extensions will not be granted for lack of secured financing.

This Reservation Request and any attachments provided supersede all prior Reservation Requests submitted for the installation address listed on the first page of this document and for this particular technology.

Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.

CUSTOMER:

_Gila County_____
Name (Please Print)

_Michael A. Pastor, Chariman_____
Title/Business Name

_____
Signature

_4/19/2011_____
Date

In order for an application to be submitted, please submit this request electronically to SolarSchoolGovt@ aps.com. Once the application is received, a confirmation email will be sent to the e-mail address from which the application was sent. If a confirmation response is not received within five days, you should contact APS by sending a follow-up email to SolarSchoolGovt @gjaps.com.

APS will not accept incomplete applications. Please note:

- **APS is not responsible for applications not received due to an undeliverable email address**
- **A reservation application will not be accepted unless it is signed by the APS customer of record**
- **A reservation application must be received by the nomination period deadline (which ends the last BUSINESS day of the month - weekends are not included in the deadline period)**

rredc.nrel.gov/solar/calculators/PVWATTS/version2/pvwattsv2.cgi

Utility | Planning | deals | PVAC | external firms | Research | ArizonaGoSolar | mktg | AZ-school-district | new | NREL | www.ers.us

PVWatts

AC Energy & Cost Savings

Cautions for Interpreting the Results

(Type comments here to appear on printout; maximum 1 row of 90 characters.)

Station Identification	
Cell ID:	0187374
State:	Arizona
Latitude:	32.7 ° N
Longitude:	110.6 ° W
PV System Specifications	
DC Rating:	1.00 kW
DC to AC Derate Factor:	0.770
AC Rating:	0.77 kW
Array Type:	Fixed Tilt
Array Tilt:	10.0 °
Array Azimuth:	213.0 °
Energy Specifications	
Cost of Electricity:	9.2 ¢/kWh

Results

Month	Solar Radiation (kWh/m²/day)	AC Energy (kWh)	Energy Value ($)
1	3.98	90	8.29
2	4.64	94	8.66
3	5.82	129	11.89
4	6.98	147	13.54
5	7.52	157	14.47
6	7.70	152	14.01
7	6.84	140	12.90
8	6.28	130	11.98
9	6.16	126	11.61
10	5.25	112	10.32
11	4.40	95	8.75
12	3.58	81	7.46
Year	5.77	1453	133.88

Output Hourly Performance Data | Output Results as Text

2011 SCHOOLS AND GOVERNMENT PROGRAM
PHOTOVOLTAIC SYSTEM (GRID-TIED)
PRODUCTION BASED INCENTIVE RESERVATION
APPLICATION

This Incentive Program is funded by APS customers and approved by the Arizona Corporation Commission

Is this a revision of a previously submitted reservation application? □ Yes **XXX** No

In order to qualify for a production based incentive under the Schools and Government Program, the total incentive over the lifetime of the project must be over $75,000. Projects not meeting this requirement may apply for funding using our Non-Residential Up-Front Incentive program application.

RESERVATION APPLICATION

APS Customer Name __**GILA COUNTY**_____
(This should be the customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, please contact the APS customer care center at 602-371-7171 and make the account name change PRIOR to submitting the reservation application).

Division of Government name or School District Name: __**Payson Courthouse 3**_____

Installation Address ____**714 S Beeline Hwy Ste 2 Payson, AZ**_____

County : _____**GILA**_____

Is the property: **XXX** Owned □ Leased

If leased, a Landlord-Tenant rider will also be required and must be submitted with the application (located at www.aps.com/gosolar).

APS Account Number * _**253091284**_____ Meter Number * (6 digits) _**764021**_____
(Meter Number associated with installation address)

Are you a: □ School or **XXX** Government Entity

Is this system applying for the 2011 Solar Daylighting Deployment Drive reimbursement**? **XXX** Yes □ No

* If there is currently no electrical service at the installation site, please leave account and meter number blank and check here. □
**For details on the Solar Daylighting Deployment Drive, please email SolarSchoolGovt@aps.com

APS CUSTOMER CONTACT INFORMATION (Please Note: installer/dealer contact information requested on next page)

APS Customer Contact Name _**Gila County Public Works Diana Jones**_____ Email: _**djones@co.gila.az.us**_____

Business Phone _____**928-402-8516**_____ Alternate Phone _**N/A**_____

Fax Number _____**928-425-8104**_____

Mailing Address _____ _**1400 E. Ash Street Globe, Arizona 85501**_____
(No P.O. Boxes, please - must be able to receive FedEx deliveries at this address)

Is the Customer a dealer or manufacturer of any of the components proposed in the qualifying system, or an employee of a dealer or manufacturer? □ Yes **XXX** No

If customer is a dealer, employee of, or a manufacturer of the system components, system costs are limited to actual costs rather than retail.

Is the Customer the primary occupant at the site location? **XXX** Yes □ No

If not, are you the landlord or owner? □ Yes □ No

NOTE:** All school PV systems participating in the 2011 APS Schools and Government Solar program will be required to install an ***APS "Mission: Sustainability" School Kiosk prior to incentive payment being requested. For a list of supplied materials and a marketing guide for ***the APS "Mission: Sustainability" School Kiosk*, please contact Jon Higuchi at Jon.Higuchi@,aps.com.**

INSTALLER INFORMATION

Installer Name (please supply full legal name) **Renewable Energy Contracting division of Ironco Enterprises**

Contact Name **Robert Olson** Email **Robert.Olson@ironco.net**

Telephone **(602) 243-5750 x127** Fax **(602) 243-5764**

Mailing Address **1025 E Broadway Rd, Phoenix, AZ 85040**

Installer's Arizona Registrar of Contractors (AZROC) License Information

Number **252666** Class **B1** Expiration **2/1/2013**

EQUIPMENT DEALER INFORMATION (If same as installer, check here XXX)

Dealer Name (please supply full legal name)_____

Contact Name _____ Email_____

Telephone_____ Fax_____

Mailing Address_____

Dealer's Arizona Registrar of Contractors (AZROC) License Information

Number_____ Class _____ Expiration_____

SYSTEM OWNER INFORMATION (if different than customer)

Company Name (please supply full legal name) **A special purpose LLC owned by Tioga Energy, Inc**

Contact Name **Marc Roper, Vice President of Sales & Marketing** Email **mroper@tiogaenergy.com**

Telephone **(415) 625-0700** Fax **(415) 513-1645**

Mailing Address **123 Mission Street, 9th Floor, San Francisco, CA 94105**

SYSTEM INFORMATION [Please contact your dealer/installer if unsure of the information to provide in this section]

Estimated Installation Date **8/11/2011** _Is this a system expansion? □ Yes **XXX** No

(For Production Based Incentives, the system must be installed within 365 days from date of reservation. Allowing for engineering, permitting and interconnection approvals, what is the realistic estimated date of installation?)

If you plan for the system to be installed in 2011, the following year-end interconnect deadlines apply:

1. October 7,2011: interconnection application with full set of diagrams must be submitted
2. November 4,2011: diagrams must be approved
3. November 18,2011: scheduling of inspection must be confirmed

Estimated number of PV Panels **76** PV Module Manufacturer **Kyocera**

Model #_**KD235gx-LB**____ UL Listing UL_____**1703**_____

What is the DC watt rating per panel? _**235**___
Estimated number of Inverters _**1**___ Inverter Manufacturer _**PV Powered**_____
Model #(s)_**PVP25WAC**_____ UL Listing UL _**19940**_____

What is the AC watt rating of each inverter? _**25**_____

Estimated Total Project Costs* and system installation_**180000**____
* Total Project Costs is defined in the Credit Purchase Agreement and may include eligible financing, if applicable.

APS Compensation for Excess Production from PV System:

Please indicate your rate plan choice for any excess kWh production that will be delivered to the APS distribution system by your PV system. Please note that the rate chosen below is not a guarantee, but will be confirmed during the review process.

XXX EPR-6 (Energy sent back to the APS grid will appear as a kWh credit on your bill, often called "net metering". Any unused kWh credits that appear in the last billing cycle of the year will be paid out at a wholesale price) **NOTE: In order to qualify for this rate, the total AC inverter rating(s) CANNOT exceed 125% of the customer's metered peak demand during the last twelve months. Note, this Net-Metering rider is not available to Schools on the GS-SCHOOLS M or GS-SCHOOLS L rate schedule.**

□ EPR-2 (Energy sent back to the APS grid will be purchased by APS at a wholesale price, often called "net billing")

□ SC-S (If your inverter size is 100 kWac or larger and you are not using EPR-6, you must select the Standard Contract-Solar, or SC-S, rate. Energy sent back to the APS grid will be purchased by APS at the EPR-2 price, but additional standby charges may also apply based on customer demand.)

Rate schedules are posted at www.aps.com or call 602-328-1924.

POTENTIAL ADDITIONAL CHARGES:
Additional charges could include, but are not limited to:

- Upgrades to APS existing infrastructure required to support customer project
- Additional equipment required based on size or design of system
- RTUs as required by the interconnection study group

A copy of APS's Interconnection Requirements can be found at http://www.aps.com/main/green/choice/choice_79.html

INCENTIVE REQUEST

Please review the following information prior to completing the Incentive Request below. Payment of the requested incentive is subject to the following Incentive Program guidelines:

Funding reservations for production-based incentives are awarded on a competitive basis. For more detailed information, please see the decision process on the APS website at www.aps.com/gosolar under the appropriate program and technology. The per kWh incentive levels listed below are **maximum** amounts available. Because this is a competitive process, requesting less than the maximum amount will typically provide a more competitive ranking score.

Requested Renewable Energy Credit (REC) Agreement Term Incentive:

XXX 15-Year-$0.171/kWh

□ 20-Year-$0.155/kWh

The following information is REQUIRED to process your application:

1. Most recent 12 month usage history (kWh) for the meter the system is interconnecting to at the installation site: _**33,981**_____ kWh (If this is new construction, please provide an annual use estimate along with supporting documentation such as E-sheets from your electrical engineer).
2. Highest Peak demand (kW) during the most recent 12 month usage history: _**20 est**_____ kW
3. Proposed kWdc System Size: ___**18**_ kWdc
4. Proposed System Inverter Size:__**25**_ kWac (Maximum 2MWac)

5. System Size:__**18**_____ kWdc x Estimated Annual kWh per kWdc*:_**1470**____ = Anticipated Annual kWh Production** _**26460**____ kWh per year

* Please include PV Watts calculation Sheet (http://rredc.rirel.gov/solar/calculators/PVWATTS/versiori2/)

7. Estimated kWh per kW according to PVWatts2 (please attach)_**1453**_____ kWh per kW
8. Anticipated Annual kWh Production_**26460**__ x $_**0.171**____ per kWh (REC Term Incentive)

   = Estimated Annual Incentive Payment $ _**4524.66**___
9. For School Districts, what is your Project Ranking Matrix total?: _**0**____

****NOTE: Annual system production CANNOT exceed annual metered consumption**

ASSIGNMENT OF PAYMENT

Will payment be assigned to an installer, dealer or manufacturer of the qualifying system? **XXX** Yes □ No If yes, please provide the following information:

Name of Assignee:_**A special purpose LLC owned by Tioga Energy, Inc**_____

Mailing Address:_**123 Mission Street, 9th Floor, San Francisco, CA 94105**_____

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Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.

CUSTOMER:

_Gila County_____
Name (Please Print)

_Michael A. Pastor, Chariman_____
Title/Business Name

_____
Signature

_4/19/2011_____
Date

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rredc.nrel.gov/solar/calculators/PVWATTS/version2/pvwattsv2.cgi

Utility | Planning | deals | PVAC | external firms | Research | ArizonaGoSolar | mktg | AZ-school-district | new | NREL | www.ers.us

PVWatts

AC Energy & Cost Savings

Cautions for Interpreting the Results

(Type comments here to appear on printout; maximum 1 row of 90 characters.)

Station Identification	
Cell ID:	0187374
State:	Arizona
Latitude:	32.7 ° N
Longitude:	110.6 ° W
PV System Specifications	
DC Rating:	1.00 kW
DC to AC Derate Factor:	0.770
AC Rating:	0.77 kW
Array Type:	Fixed Tilt
Array Tilt:	10.0 °
Array Azimuth:	213.0 °
Energy Specifications	
Cost of Electricity:	9.2 ¢/kWh

Results

Month	Solar Radiation (kWh/m²/day)	AC Energy (kWh)	Energy Value ($)
1	3.98	90	8.29
2	4.64	94	8.66
3	5.82	129	11.89
4	6.98	147	13.54
5	7.52	157	14.47
6	7.70	152	14.01
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8	6.28	130	11.98
9	6.16	126	11.61
10	5.25	112	10.32
11	4.40	95	8.75
12	3.58	81	7.46
Year	5.77	1453	133.88

Output Hourly Performance Data | Output Results as Text

ARF-502 **Regular Agenda Item Item #: 3- L**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Steve Stratton, Public Works Division Director
Submitted By:	Shannon Boyer, Public Works Division
Department:	Public Works Division
Presenter's Name:	Steve Stratton

Information

Request/Subject

Weatherization Program Building Site

Background Information

On March 1, 2011, the Board of Supervisors approved the purchase of a pre-engineered metal building for the Community Services Division, Housing Section.

Evaluation

During the March 1, 2011, Board of Supervisors' meeting, there was some concern regarding the lack of utilities on the proposed site where the building was to be erected.

Conclusion

Public Works has been working with the Community Services Division to find a suitable place to erect the building and has found a new proposed site that has the utilities already existing making it more conducive for development.

Recommendation

The Gila County Public Works Division recommends approval of the proposed site at the Gila County Landfill. This site has all the utilities necessary to operate the newly erected Weatherization Program building.

Suggested Motion

Information/Discussion/Action to approve the site at the landfill to erect the pre-engineered building for the Community Services Division Weatherization Program. **(Steve Stratton)**

ARF-486 **Regular Agenda Item Item #: 3- M**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Steve Stratton, Public Works Division Director		
Submitted By:	Valrie Bejarano, Finance Department		
Department:	Public Works Division	Division:	Roads
Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	June 13, 2011 to January 12, 2012		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Invitation for Bids No. 031711-1 for SBS Polymer Chip Seal Oil.

Background Information

The consolidated Roads Department uses the SBS polymer chip seal oil as a road repair and maintenance product on various roads in Gila County.

Evaluation

With oil prices fluctuating drastically, there is a clause in the agreement that allows the supplier to increase or decrease the price under the Arizona Department of Transportation Oil Index. The costs they will give us in the bid could change during the life of the contract due to these fluctuations.

Conclusion

The bid will allow all suppliers a fair chance at County business.

Recommendation

The Public Works Division recommends that the Board of Supervisors approve the advertisement of Invitation for Bids No. 031711-1 to be published in the Arizona Silverbelt on April 27 and May 4, 2011.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 031711-1 for SBS polymer chip seal oil for the consolidated Gila County Roads Department. **(Steve Stratton)**

Attachments

Link: Request to Advertise Form

Link: Bid No. 03171101

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

SEE GC2-7-111 (ART.1) OF PROCUREMENT PROCEDURES FOR INSTRUCTIONS TO PREPARE THIS FORM

All departments procuring purchases in excess of $50,000.00 that requires advertising for bids must follow the Procurement 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 Bid Request Form to the Procurement 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: X PROPOSAL: _____ DEPARTMENT NAME: Public Works Division

FUNDING SOURCE: FUND NO.: 6510 DEPT NO.: 341 PROGRAM NO.: 526 LOCATION NO.: 000 ACCOUNT NO.: 4300.82 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 supplier whereby the supplier will provide SBS Polymer Chip Seal Oil to various locations within Gila County for road repair and maintenance.

Signed: _____ Date: 3-28-11 Signature indicates material specifications are approved as written.
Elected Officials or Department Head

II. DEPARTMENTAL INFORMATION ONLY BID NO.: 031711-1
(For Procurement Use Only)

Action Dates:

Department Receipt: ___/___/___ Placed on Agenda: 04 / 19 / 11

Presented to Board: 04 / 19 / 11 Approved to Call: ___/___/___

Delivered to Paper: 04 / 21 / 11 Paper Name: Arizona Silver Belt

Advertised Dates: From: 04 / 27 / 11 To: 05 / 04 / 11

Closing Date: 05 / 12 / 11 Bid Award Date: 06 / 07 / 11

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: 3/31/11

V. LEGAL AND ADMINISTRATIVE APPROVAL (Bid packet 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

GILA COUNTY

NOTICE OF

INVITATION FOR BID

SOLICITATION NUMBER

031711-1

SBS POLYMER CHIP SEAL OIL

Content **Page**

Solicitation 1
Section 1: Specifications 2
Section 2: General Terms & Conditions 5
Section 3: Special Terms & Conditions 10
Section 4: Instructions to Submitters 16
Contract Forms: ..... Attachments "A-I"

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
031711-1

BID DUE DATE: MAY 12, 2011 **TIME:** 11:00 AM MST

DESCRIPTION: SBS POLYMER CHIP SEAL OIL

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement (Board Conference Room)
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, 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 office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: April 27 and May 4, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:	Gila County Public Works Division Consolidated Roads
Type of Contract:	Term
Term of Contract:	Seven months with two one year renewal options
Phone Number:	928-402-8612

Signed: _____ Date: ____/____/____
Don E. McDaniel Jr., County Manager

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SECTION 1
SPECIFICATIONS

1. Purpose

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of SBS Polymer Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in all accordance with the specifications and general requirements identified below. The specifications are intended to describe the type, size, 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.

2. Application and Storage Requirements

A certificate of compliance conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted.

Type-Grade	Recommended-Range, °F	Max. Allowable, °F	Max. Heating & Storage, °F
RAB	325 – 360	375	375 (see note below)

Note: Maximum temperature for storage by the Asphalt Supplier or the Contractor shall be 360°F. For RAD designed for surface treatment work, the temperature of the modified asphalt binder may be increased to a maximum of 375° by the supplier loading through an in-line heater or by the Supplier just prior to application. In any case, the heating, storage, and application temperatures used shall be the lowest temperatures practical.

3. Binder Content Requirements

Rubber Asphalt Binder (RAB) Table		
Property	**Test Procedures**	**Requirement**
Ground Tire Rubber Content, % of weight of total RAB	Certificate of Compliance required	5.0
SBS Polymer, %	Certificate of Compliance required	2-3
Penetration @ 77° F, 100g/5 sec, dmm	ASTM D-5	55-75
Kinematic Viscosity @ 275°	ASTM D-2170	200 max.
Softening Point, °F	ASTM D-36	140 min.
Solubility, %	ASTM D-2042	97.5 min.
Elastic recovery @ 77° F, 5cm / min, % Recovery after 1 hour	ASTM D-6084 Modified (modify 10cm to 20cm)	55 min.
Separation of Polymer, 325° F, %	TEX 540-C (see notes)	Report
Retain Penetration, Ratio (RTFO Pen. @ 77° F, 100g / 5 sec) (Original Pen. @ 77°F)	ASTM D-5	0.6 – 1.0

Note: A 350-gram sample of the RAD is poured into a friction-top pint can (approximately 3-1/2 inch diameter by 4 inch height) and stored for 48 hours at 3025° F. Upon completion of storage time the sample is visually examined for separation of polymer from the asphalt (smoothness and homogeneity). If after visual evaluation a question still exists about the separation of polymer, samples will be taken from the top and bottom for softening point determination. A difference between the softening points of the top and bottom samples of 4 percent or more, based on the average of the top and bottom softening points, constitutes separation (Tex 540-C).

4. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

5. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractors responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

6. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (http://www.ADOTenvironmental.com)
b. Material approval from ADOT Materials Specification Group at (602)712-8930. (http://www.azdot.gov/Highways/materials/index.asp)
c. Section 104.12, Environmental Analysis
d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

7. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

8. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

9. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SECTION 2
GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid 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 IFB, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all offers; or portions thereof; or
        3. Reissue a Invitation for Bid.

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 Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.

5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful offeror(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.

Protests

Only other bidders who have submitted a bid 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:

A. The name, address and telephone number of the protester.
B. The 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. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.
F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

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.

OFFERORS 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 bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

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 Bid 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 IFB. 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. 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.

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 vendor(s) 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 vendor 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.

The County reserves the right to cancel the whole or any part of this contract due to failure of 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, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, 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, 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.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve he seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Force Majeure

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; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- 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
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 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 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 results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given 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.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned offers, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining offers 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 Bidder submitting this request.

SECTION 3
SPECIAL TERMS AND CONDITIONS

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of seven (7) months unless terminated, canceled or extended as otherwise provided herein.

2. Contract Extension
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year 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.

3. Changes
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. Bid Evaluation
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. Invoicing
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.
- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

6. Prompt Payment Discount
Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Quantities
Contractors specifically understand and agree that the quantities used for bidding purpose 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 Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

8. Price Reduction
A price adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

9. Price Adjustment
Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See http://www.azdot.gov/highway/cns/bitmat/asp).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was $395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is $415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

the ADOT Index ($20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up $18.60.

The Contractor certifies in signing the Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. 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.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty
The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

13. Multiple Award
The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

14. Vendor Registration
Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

15. Contract Administration
For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

16. Indemnification
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.

17. Insurance Requirements
The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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

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 **Berthan DeNero, 1400 E. Ash St., Globe, AZ,** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SECTION 4
INSTRUCTIONS TO SUBMITTERS

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS 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 SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

A. Sealed Bids 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 offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Bid 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 an Offer 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 Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.

D. The names of all persons authorized to sign the bid 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 Bid shall be listed on the offer.

F. No alterations in Bids, 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.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquires

A. Any questions related to this Invitation for Bid 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 Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids 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. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that One (1) Original and Two (2) copies (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, 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.

   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 Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.

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 Bid deadline.

REQUIRED ATTACHMENTS:

Offer and Contract Award
Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification
Complete and submit all information requested on Attachment "B".

Price Sheet
Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References
Complete and submit all information requested on Attachment "D".

I.R.S. W-9
Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit
Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting
Complete and submit all information requested on Attachment "G".

Legal Arizona Workers Act Compliance
Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment
Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission
Offers shall be submitted in a sealed envelope, a *minimum of* ***Three (3) copies, all with original signatures*** shall be provided by the Contractor. The words "INVITATION FOR BID" with BID TITLE "SBS POLYMER CHIP SEAL OIL", BID NO, "031711-1", DATE "MAY 12, 2010", and TIME "11:00 AM MST" of Bid opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

SOLICITATION NO. 031711-1

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number
No.: _____

Federal Employer Identification
No.: _____

For clarification of this offer, contact:

_____
Printed Name

_____
Offeror's (Company) Name

_____
Email Address

_____
Address

_____
Company Email Address

_____
City State Zip

_____
Signature of Person Authorized to Sign Offer

_____
Phone

_____
Printed Name Date

_____
Facsimile

_____
Title

In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan and are in compliance with the Export Administration Act and not on the Excluded Parties List.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. _____

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 purchase order document.

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1

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.

SBS POLYMER CHIP SEAL OIL

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 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.

6. **Current Arizona Contractor License Number:** _____
(If Applicable)

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501 **SOLICITATION NO. 031711-1**

SBS Polymer Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila County

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck	FOB Plant without Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	$ _____	$ _____	$ _____	$ _____
Timber Region (North of Roosevelt Lake Bridge)	$_____	$ _____	$ _____	$ _____

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	$.
Transport truck rental after two hours pumping time	$.
Minimum Ton for pick up FOB plant.	$.
Amount each occurrence for product returned and disposed.	$.

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: _____ & City of: _____
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
- ☐ Out-of-Sate vendor without a presence in Arizona

_____ _____
Company Name Company Representative

If payment is made within _____ days after receipt of goods or services, the above quoted price can be discounted by _____%.

ATTACHMENT "D"

REFERENCES
Gila County 1400 East Ash Street Globe, Arizona 85501 **SOLICITATION NO. 031711-1**

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.

Please list a minimum of three (3) organizations for whom your company has provided services of similar size and scope within the past 12 months.

1. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

2. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

3. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

_____
Company Name

_____
Signature of Authorized Representative

_____
Title

ATTACHMENT "E"

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT
Gila County 1400 East Ash Street Globe, Arizona 85501 **SOLICITATION NO. 031711-1**

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____

(Affiant)

the _____

(Title)

of_____ and

(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

> That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

_____

(Signature)

_____

(Title)

Subscribed and sworn before me this

_____Day of _____, 20_____

_____

Signature of Notary Public in and for

the County of _____

State of _____

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1

At the time of submission of bids for Invitation for Bid No. 031711-1 SBS Polymer Chip Seal Oil, 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 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, phone number, and ROC 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

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1

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

Gila County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm'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 Firm 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, Firm 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.

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

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Invitation for Bid. If Contractor fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	**COMPLETED / EXECUTED**
Offer & Contract Award (attachment A)	_____
Qualification & Certification Form (attachment B)	_____
Price Sheet (attachment C)	_____
References (attachment D)	_____
IRS W-9 Form (attachment E)	_____
Non-Collusion Affidavit (attachment F)	_____
Intentions Concerning Subcontractors (attachment G)	_____
Legal Arizona Works Act Compliance (attachment H)	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA: (Must be attached to bidder's proposal.)

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2011

_____
CONTRACTOR:

_____
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 031711-1 SBS Polymer Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before May 12, 2011, 11:00 PM MST.

ARF-509 **Regular Agenda Item Item #: 3- N**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Steve Stratton, Public Works Division Director		
Submitted By:	Shannon Coons, Public Works Division		
Department:	Public Works Division	Division:	Administration
Fiscal Year:	2011	Budgeted?:	Yes
Contract Dates Begin & End:	4/19/2011 to 6/30/2011		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Arizona Public Service (APS) Line Extension Agreement for Work Order No. W493571

Background Information

Two of Public Works' projects require Arizona Public Service (APS) to relocate power poles. In order for APS to move one pole now, Gila County needs to enter into a written agreement with APS. APS will move a power pole on Russell Road to accomodate the County's road project for a future turn lane and also bring power to the new Public Works Roads/Shop building on Besich Blvd. The agreement must be signed before the work can be scheduled. Later this fiscal year the County may be signing another similar agreement with APS in order to move power poles on Russell Road to continue with the Turn Lane project.

Evaluation

This amount of work, $30,579.44 will be split by charging both projects. The Engineering CIP Transportation Excise Tax Fund will pay $15,289.72 and the Bond Fund for the Roads/Shop building will pay the other half at the same amount.

Conclusion

In order for the Roads/Shop Building to attain power for testing of circuits, APS must energize the lines. The quicker the building can be energized, the quicker the building contractor can complete the work.

Recommendation

Public Works Administration recommends that the Board of Supervisors approve Work Order No. W493571 with Arizona Public Service to construct electric distribution facilities for the new Roads/Shop building on Besich Blvd.

Suggested Motion

Information/Discussion/Action to approve Line Extension Agreement Work Order No. W493571 between Gila County and Arizona Public Service Company (APS) in the amount of $30,579.44, whereby APS will construct electric distribution facilities to serve the new Public Works Roads/Shop Building at 1001 Besich Boulevard in Globe. **(Steve Stratton)**

Attachments

Link: APS Line Extension Agreement No. W493571

Link: Sketch showing ROW & Power

[X] **Part Refundable and Part Non-Refundable** (requires the Applicant to also be the electric service customer at subject property)
[ ] **Non-Refundable**

APS Work Order # W493571

LINE EXTENSION AGREEMENT
(For the Construction of Electric Distribution Facilties)

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS," and *GILA COUNTY* hereinafter called "Applicant." In consideration of the promises and provisions set forth below, the parties to this Agreement agree as follows:

1 CONSTRUCTION

1.1 APS shall construct electric distribution facilities as an extension of its present facilities in order to serve *1001 BESICH DR*, Arizona in accordance with the attachments set forth in Section 5 to this Agreement and APS' line extension tariff, "Schedule 3: Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy." The terms and conditions of APS' Extension Policy and the attachments described in Section 5 are hereby incorporated in full into this Agreement.

1.2 The earthwork, conduits and materials necessary for construction shall be provided by the parties as follows: Applicant shall provide distribution line and service line earthwork; APS shall provide and Applicant shall install equipment pads, manholes, pull boxes, junction boxes, and associated appurtenances (unless otherwise noted on the sketch); Applicant shall provide and install all conduit(s) (unless otherwise noted on the sketch). Applicant-provided earthwork, conduits, materials, and installation(s) shall be provided in accordance with the attached sketch(es), specifications, and Trenching Agreement - Requirements, and shall be approved by an authorized representative of APS prior to APS commencing the installation of lines and equipment.

1.3 Distribution facilities shall be installed by APS in the location indicated on the attached sketch(es). All suitable easements or rights-of-way required by APS for any portion of the extension which is either on premises owned, leased or otherwise controlled by Applicant, or other property required for the extension, shall be conveyed to APS (in APS' standard Utility Easement form attached hereto) by Applicant without cost to or condemnation by APS and in reasonable time to meet proposed service requirements. Applicant shall provide APS access to these distribution facilities at all times, and shall not block or interfere with said access in any way, including fencing or the placement of obstructions adjacent to and on the door-side of cabinets, transformers, or any other equipment.

1.4 All meters are to be located as shown on the sketch, a copy of which is attached to this Agreement. No variation to the meter locations identified may be made unless approved in writing by an authorized representative of APS.

1.5 Applicant's "on and off" site construction required in support of APS' construction is estimated to begin on TBD and to be completed on TBD APS' construction is estimated to begin on TBD and to be completed on TBD contingent upon scheduled completion of Applicant's "on and off" site construction in accordance with APS' specifications. The dates of APS' construction are provided only as estimates, are not binding upon APS, and are subject to change to accommodate APS' workload, material requirements, or other factors.

2 PAYMENT

APS shall not schedule or begin any construction pursuant to this Agreement until it receives from Applicant a payment of $30,579.44 DOLLARS, which sum equals the installation cost to APS of extending service to Applicant, as authorized by the Extension Policy. Such payment shall include all costs for the facilities (and municipal street lighting facilities, if applicable) required to serve Applicant's anticipated load. A breakdown of these costs is attached hereto as the Applicant Charges. Such payment is due to APS upon Applicant's execution of this Agreement.

3 REFUNDS

3.1

Single-family residential and non-residential extensions may be eligible for a refund of a portion of the payment if all of the applicable requirements to qualify for a refund as set forth in Sections 1.1 or 2.0 of the Extension Policy are met (including the requirement that Applicant will be the customer of record and pay the monthly bills for electric service at the subject property).

Applicant hereby declares that Applicant will _____ will not _____ be the customer of record and pay the monthly bills for electric service at the subject property.

3.2 A refund will be paid to the Applicant if, at the time the refund becomes payable, the Applicant is the owner (or long term lessee) of the subject property. If the Applicant no longer owns (or holds a long term lease for) the property, the refund will be provided to the current property owner. If the property is owned by multiple parties, the property owners will each receive an equal share of any refunds.

3.3 APS reserves the right to withhold refund to Applicant if Applicant's account(s) are delinquent, and apply these refund amounts to past due bills.

3.4 If prior to the start of APS' construction, Applicant notifies APS in writing of Applicant's request to cancel this Agreement, Applicant shall be entitled to receive a refund of the amount paid less all fees and costs incurred by APS associated with the Agreement prior to cancellation.

4 GENERAL PROVISIONS

4.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, or assignees of the parties to this Agreement, provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by an authorized representative of APS.

4.2 All electric facilities installed pursuant to this Agreement shall be owned by APS.

4.3 APS may use the installed facilities to serve other customers, and may extend service to other customers from the facilities located within the rights-of-way and easement(s) conveyed to APS pursuant to this Agreement.

4.4 This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.

4.5 If Applicant fails to complete its "on and off" site construction requirements in support of APS' construction within six months of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to revise the payment amount required pursuant to Section 2 hereof which Applicant will be required to pay prior to APS proceeding with construction or energizing its facilities.

4.6 The prevailing party in any proceedings instituted by either party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses.

4.7

If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.

4.8

This Agreement contains the final and complete agreement between the parties for the construction of the line extension described herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter hereof, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in or formally incorporated into this Agreement.

5 ATTACHMENTS

The provisions, terms, and conditions of each of the following documents, attached to this Agreement, are hereby incorporated in full into this Agreement.

NOTE: Documents marked below are attached

- [X] Design Sketches
- [X] Applicant Charges
- [ ] Pro-Rata Refund Calculation
- [ ] Pro-Rata Refund Exhibit
- [X] Sales Invoice
- [ ] Electric Supply Agreement
- [ ] Trenching Agreement – Requirements
- [ ] Utility Easement
- [ ] Dusk-to-Dawn Work Order
- [ ] Developer Streetlight Agreement
- [ ] Street Light Details
- [ ] Attachment A Signature Page

6 EFFECTIVE DATE

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties and payment by Applicant to APS of the total amount set forth in Section 2, and will be deemed effective as of the date signed by APS.

ARIZONA PUBLIC SERVICE COMPANY

Signature: Wade Hartwigsen

Name: *WADE HARTWIGSEN*

Title: *MOUNTAIN DIST SUPERVISOR*

Date:

APS Invoice #: *AR0280000108*

Prepared By: *FREDDIE CHISM*

Date Prepared: *3/28/2011*

Study and Design Agreement Payment

$

Date Received:

Material Order Agreement Payment

$

Date Received:

Final Amount Paid $

(Including Taxes)

Date Received:

APPLICANT or APPLICANT'S REPRESENTATIVE

Signature

Name: Michael A. Pastor

Title: Chairman, Board of Supervisors

Date :

Mailing Address:
1400 E ASH
GLOBE, AZ 85501

Permanent Phone #: *0*

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

APS Work Order# W493571

ATTEST

_____

Marian Sheppard
Chief Deputy Clerk

APPROVED AS TO FORM

_____

Bryan B. Chambers, Chief Deputy County Attorney
For Daisy Flores, Gila County Attorney

Relocate Exist. Utility Pole to within 6.5' of Right of Way

Relocate Exist. Utility Pole to within 6.5' of Right of Way

Relocate Exist. Fence Encroachment(s) to 4.5' Outside of R/W Line (See Green Line)

Relocate Exist. Fence Encroachment(s) to 4.5' Outside of R/W Line

New R/W

Floodway

Floodplain

Exist. Edge of Pavement

Exist. Fence (Typ.)

New Edge of Pavement (Typ.)

New Edge of Shoulder (Typ.)

4.5' (Typ.)

~6.5'

~15' Clear Zone

Exist. R/W

R 45'

R 75'

R 35'

24'

40'

64'

40'±

Exist. Edge of Pavement

New Edge of Pavement (Typ.)

℄ of Road

HOPE LANE

RUSSELL ROAD

BESICH BLVD.

MATCHLINE – BELOW LEFT

Relocate Exist. Utility Pole to within 6.5' of Right of Way

Relocate Exist. Utility Pole to within 6.5' of Right of Way

~17' Clear Zone

RUSSELL ROAD

New Edge of Pavement (Typ.)

MATCHLINE – ABOVE RIGHT

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

PRELIMINARY
JAN 2011
DRAFT
NOT FOR CONSTRUCTION

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
BLUE STAKE CENTER (OUTSIDE MARICOPA COUNTY)

C.L.WILLIAMS CONSULTING, INC.
CIVIL ENGINEERING AND RESOURCE MANAGEMENT
621 South Hillside Lane
Pinetop, Arizona 85935
Phone: (928) 367-2248 Fax: (928) 367-2348

DRAWING TITLE
GILA COUNTY COMPLEX
RUSSELL ROAD IMPROVEMENT

ROADWAY PLAN LAYOUT
ALTERNATIVE C

SCALE HORIZ.	1"= 20'	
SCALE VERT.	N/A	
	INITIAL	DATE
DES. BY:	- - -	- - -
DRW. BY:	- - -	- - -
REV. BY:	- - -	- - -
APP. BY:	- - -	- - -

JOB NUMBER
CLIENT

DRAWING NUMBER
7
of 7

ARF-493 **Regular Agenda Item Item #: 3- O**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Steve Sanders, Public Works Division Deputy Director		
Submitted By:	Valrie Bejarano, Finance Department		
Department:	Public Works Division	Division:	Administration
Fiscal Year:	FY 2010-2011	Budgeted?:	Yes
Contract Dates Begin & End:	4-19-2011 to 6-30-2011		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Steve Sanders		

Information

Request/Subject

Professional Services Contract No. 6510.526.REC04/3-2011 for consulting services of the geotechnical exploration of Pine Creek Canyon Road.

Background Information

Gila County is developing a road improvement project for Pine Creek Canyon Road in Pine, AZ. Soil investigation along the road has shown that clayey soils were encountered in two areas. There is a concern that the planned pavement structural section will not be adequate in the area where the clayey soils were discovered.

Evaluation

The geotechnical tests proposed in the attached contract will determine through field investigation and laboratory analysis the amount of clayey soils in the subgrade. Based on the results, a pavement structural section will be developed that will provide additional strength, stability, and longevity to the pavement.

Conclusion

In conclusion, the Public Works Division recommends signing the contract with Terrane Engineering to provide geotechnical work for the Pine Creek Canyon Road Project.

Recommendation

The Public Works Division recommends that the Board of Supervisors approve Contract No. 6510.526.REC04/3-2011 with Terrane Engineering Corporation for consulting services of the geotechnical exploration as part of the Pine Creek Canyon Road project.

Suggested Motion

Information/Discussion/Action to approve Professional Services Contract No. 6510.526.REC04/3-2011 between Gila County and Terrane Engineering Corporation in the amount of $1,950, whereby consulting services will provided for the geotechnical exploration as part of the Pine Creek Canyon Road Project for the period April 19, 2011, through June 30, 2011. **(Steve Sanders)**

Attachments

Link: Contract 6510.526.REC04/3-2011

Link: Executive Summary

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. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

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

PROFESSIONAL SERVICES CONTRACT NO. 6510.526.REC04/3-2011
PINE CREEK CANYON ROAD
GEOTECHNICAL EXPLORATION

THIS AGREEMENT, made and entered into this 19th day of April, **2011**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Terrane Engineering Corporation, of the City of Chandler, State of Arizona, 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 agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Consultant will provide Geotechnical Exploration Services for the Pine Creek Canyon Road Project located in Pine, Arizona, as follows:

Project Description

With respect to the geotechnical exploration, the project consists of improving Pine Creek Canyon Road. The planned pavement section consists of three (3) inches of asphalt concrete on eight (8) inches of aggregate base. It is understood that there were two (2) areas where the soils are clayey and there is concern regarding whether the pavement section is adequate for the estimated traffic of eight hundred (800) vehicles per day. Finished grades are expected to be near existing grades. Borings for the exploration should be located in the shoulders, off the existing pavement.

Purpose

This geotechnical exploration will be performed in general accordance with current, local engineering and testing practices to obtain information regarding soil conditions and index properties at the two (2) questioned locations and evaluate whether the planned pavement section is suitable for estimated traffic at those locations. This exploration is not being performed for any other parts of the project.

Scope of Services

Three (3) categories of services (field, laboratory, and engineering) will be performed for this geotechnical exploration, which are described in the following paragraphs.

- Field: The field work will consist of contacting Bluestake for public utility clearances, obtaining permits for exploration on the shoulders, traffic control while working on the shoulders, site exploration by a field engineer, and drilling and sampling with an auger attachment on Bobcat. A four (4) foot deep boring is planned at each of the two (2) locations designated by the County. The borings will be advanced to the specified depth or refusal, whichever occurs first, and backfilled upon completion with excavation soils. The field engineer will log the borings and obtain bulk soil samples for laboratory testing.

- Laboratory: Based on information from the fieldwork, the geotechnical engineer will develop a program to obtain data used in the evaluation of the subgrade soils for the planned pavement section. Tests will be performed in general accordance with ASTM (American Society for Testing and Materials) or locally accepted practices. It is expected to consist of the following two (2) gradation tests and two (2) plasticity index tests.

- Engineering: Included in this category are analysis of field and laboratory data; evaluation of the subgrade for the planned pavement section at the two (2), designated locations; and preparation of a report by a professional engineer registered in Arizona. The report will address, at a minimum, the following:

    - Summaries of project information, services performed, observed site conditions, and field and laboratory data.
    - Subgrade evaluation for the planned pavement at the two (2) designated locations and, if indicated, recommendations for a stronger pavement section, and
    - Boring location diagram, boring logs, and laboratory test results.

ARTICLE II – FEE AND SCHEDULE: Based on the described scope of services and ready access to the site for men and equipment, the lump sum fee for this geotechnical exploration will be $1,950.00. Four (4) copies of the report will be delivered about two (2) weeks after completion of the fieldwork.

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

ARTICLE IV - 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 by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, and employees. 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 from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims caused by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, and employees. It is agreed that 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 V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Consultant 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 subcontract 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, (subject to Consultant approval if MWBE preferences apply) 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 VI – 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 VII – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE IX– TERM: Contract shall commence upon award by the Board of Supervisors and remain in effect through June 30, 2011.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of $ 1,950.00 . 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.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions. In order to receive payment, the Consultant shall have a current I.R.S. W-9 Form on file with Gila County, unless not required by law.

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

In return for the performance of the Contract by the Consultant, the County agrees to pay the amount of not more than **$ 1,950.00** including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL SERVICES CONTRACT NO. 6510.526.REC04/3-2011
GEOTECHNICAL EXPLORATION PINE CREEK CANYON ROAD

GILA COUNTY:

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**

CONSULTANT:

TERRANE ENGINEERING CORPORATION

_____
Consultant Signature

Frank Costello
Print Name

EXECUTIVE SUMMARY FORM
PROFESSIONAL SERVICE AGREEMENT

Contract Name: Pine Creek Canyon Road Project **Contract No.:** 6510.526.REC04/3-2011

Statement of Purpose and Need (3-5 Sentences)
Professional Services for the Pine Creek Road Reconstruction project. The roadway is in need of major drainage improvements and repair. The Consultant will provide geotechnical exploration in two areas of the road identified to have clayey soils. The geotechnical test will determine whether the planned pavement section is suitable for the estimated traffic at those locations.

Contract End Date: June 30, 2011 **Renewal Option:** ☐ Yes ☐ No

Maximum Dollar Limit: $ 1,950.00

Contract Information

Firm Name: Terrane Engineering Corporation **Contact Person:** Frank Costello, P.E.

Address: 507 E. Boston Ct. **Phone No:** 480-894-1207

City: Chandler **State:** AZ **Fax:** **Email:** paco@terrane-eng.com

Fund: Engineering CIP ½ Cent Excise Tax **Type of Funds:** ☐ Restricted ☐ Grant ☐ General Fund ☒ Other

Fund Code: 6510.341.526.000_4210.70_REC04

Special Notes:

ARF-519 **Regular Agenda Item Item #: 3- P**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Darde DeRoulhac, Flood Control District Chief Engineer		
Submitted By:	Valrie Bejarano, Finance Department		
Department:	Public Works Division	Division:	Floodplain
Fiscal Year:	FY 2010-2011	Budgeted?:	Yes
Contract Dates Begin & End:	June 30, 2011		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Professional Services Contract No. 1005.104/4-2011 for the antenna installation at Mt. Ord.

Background Information

The County's current flood warning system is in need of upgrades to make it more efficient.

Evaluation

Due to the amount of frequency traffic on Mt. Ord it is necessary to add an additional ten-foot antenna to the current flood warning system. Creative Communications will install the County-provided ten-foot antenna to the existing flood warning system therefore causing the current system to be more sensitive and increasing its performance.

Conclusion

The Flood Management department received three (3) quotes in order to provide the best cost to the County for this project. Creative Communciations was able to come in under the other 2 provided quotes.

The additional antenna will provide a more more efficient and better performing flood warning system for Gila County.

Recommendation

The Flood Management Department recommends that the Board of Supervisors approve Contract No. 1005.104/4-2011 for the antenna installation on Mt. Ord.

Suggested Motion

Information/Discussion/Action to approve Professional Services Contract No. 1005.104/4-2011 between Gila County and Creative Communications in the amount of $990, whereby the contractor will provide the services necessary to extend the antenna at Mt. Ord for the period April 19, 2011, through June 30, 2011. **(Steve Stratton)**

Attachments

Link: Contract 1005.104/4-2011

Link: Executive Summary

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
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Don E. McDaniel Jr., County Manager
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Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

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

PROFESSIONAL SERVICES CONTRACT NO. 1005.104/4-2011

MT. ORD ANTENA EXTENSION

THIS AGREEMENT, made and entered into this **19th** day of **April**, **2011**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County,** and **Creative Communications**, of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter designated the **Contractor.**

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

ARTICLE I – SCOPE OF SERVICES: The Contractor shall install a County provided ten (10) foot antenna on the lower tower of Mt. Ord approximately forty (40) to sixty (60) feet above the ground.

Antenna Specifications: Sinclair 2-bay VHF loop antenna, model #SD212-SF2P2SNM, having a total length of about ten (10) feet. Sinclair clamps model # CLAMP134, clamping to a 3.5" – 6.6" diameter tower leg. Antenna has a harness with "N-Male" connector.

Contractor Responsibilities:

- Mount supplied antenna to tower leg using supplied clamps, at a location specified by County, considering contractor's recommendation based on conditions observed on the tower.
- Use the existing cable and verify the connectors are not damaged.
- Remove another antenna on the tower at the 60' level.
- Provide and install up to six (6) ground kits on the transmission lines that are designated.
- Provide necessary climbing gear and hand tools to mount the antenna.
- Secure the transmission cable.
- Follow OSHA standards and use certified tower climbers.
- The connector is to be water proofed.
- Feed line shall be grounded on the tower and at the building entrance using existing ground bus bar.

County Responsibilities:

- Meet Contractor at site and provide general site supervision.
- Deliver the new antenna to the site.
- Perform final connections in the radio room.
- Perform on site tests once all Contractor and County connections are complete.
- Dispose of removed antenna.

ARTICLE III – FEE: The Contractor shall perform the scope of work specified in the contract for the lump sum amount of $990.00.

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

ARTICLE V - 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.

ARTICLE VI – 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. 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. **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, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **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 **Berthan DeNero, 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 **Berthan DeNero, 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 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.

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

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result**,** Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

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

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

ARTICLE X – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE XI – TERM: The term of the contract shall commence upon award and remain in effect through June 30, 2011. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract period. 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.

ARTICLE XII – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of $ 990.00 . Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Contractor.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County. The Contractor must have an I.R.S. W-9 Form completed and on file with the County.

All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash Street, Globe, AZ, 85501 and contain the Purchase Order Number, Contract Number, Invoice Number, and description of services provided.

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

In return for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than **$ 990.00** including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

PROFESSIONAL SERVICES CONTRACT NO. 1005.104/4-2011

GILA COUNTY:

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:

CREATIVE COMMUNICATIONS

_____

Contractors Signature

_____

Print Name

EXECUTIVE SUMMARY FORM
PROFESSIONAL SERVICE AGREEMENT

Contract Name: Mt. Ord Antenna Extension **Contract No.:** 1005.104/4-2011

Statement of Purpose and Need (3-5 Sentences)

The current amount of frequency traffic on Mt. Ord is affecting the performance of the Gila County flood warning system. The contractor will install a County provided 10 foot antenna on the tower at Mt. Ord. This will cause the current system to become more sensitive therefore increasing its performance.

Contract End Date: April 19, 2011 **Renewal Option:** ☒ Yes ☐ No

Maximum Dollar Limit: $ 990.00

Contract Information

Firm Name: Creative Communications **Contact Person:** Bob Wendt

Address: 3332 E. Broadway Rd. **Phone No:** 602-955-8405

City: Phoenix **State:** AZ **Fax:** 955-1049 **Email:** bobw@creativecom.com

Fund: Flood Management **Type of Funds:** ☐ Restricted ☐ Grant ☐ General Fund ☒ Other

Fund Code: 1005.104/4-2011

Special Notes:

ARF-476 **Consent Agenda Item Item #: 4- A**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Malissa Buzan, CAP/Housing Services Manager		
Submitted By:	Cecilia Bejarano, Community Services Division		
Department:	Community Services Division		
Division:	Comm. Action Program/Housing Servs.		
Fiscal Year:	2010-2011	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2010 through June 30, 2011		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:	Malissa Buzan		

Information

Request/Subject

Amendment No. 2 to Contract No. 0010-0444 Pinal Gila Council for Senior Citizens Area Agency on Aging, Region V

Background Information

This program helps persons that meet the eligibility requirements which are as follows: Gila County residents who are persons aged sixty (60) and over or those under age sixty (60) who have a disability. Priority will be given to those who have no other resources to provide the repair/renovations for themselves. Services provided by this amendment shall consist of minor home repairs to twenty (20) units.

Original Contract No. 0010-0444 Pinal Gila Council for Senior Citizens was signed July 28, 2009, by Chairman Shirley L. Dawson.

Amendment No. 1 to Contract No. 0010-0444 Gila Council for Senior Citizens was signed June 30, 2010, by Chairman Michael A. Pastor.

Evaluation

It is important for the Gila County Board of Supervisors to approve Amendment No. 2 to Contract No. 0010-0444 as it allocates funds in the amount of $12,274 to provide minor home repair to eligible citizens residing in Gila County.

Conclusion

By the Board of Supervisors approving Amendment No. 2 of Contract No. 0010-0444, the Gila County Community Action/ Housing Department, will be able to continue to provide minor home repair services to eligible citizens of Gila County.

Recommendation

The Gila County Community Action/Housing Services Manager recommends that the Board of Supervisors approve this contract amendment.

Suggested Motion

Approval of Amendment No. 2 to Contract No. 0010-0444, between Pinal Gila Council for Senior Citizens Area Agency on Aging, Region V, and Gila County Community Action/Housing Services to allocate funds in the amount of $12,274, which will be used to help residents who meet program qualifications with minor home repairs for the period July 1, 2010, through June 30, 2011.

Attachments

Link: Amendment No. 2 to Contract No. 0010-0444

Link: Original Contract No. 0010-0444

PINAL GILA COUNCIL FOR SENIOR CITIZENS
AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 0010-0444 2. RENEWAL No. Amendment #2 (12/10)	3. EFFECTIVE DATE OF AMENDMENT ■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER.	4.

5. CONTRACTOR/PROVIDER (Name and address)

Gila County Community Action/
Housing Services
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

6. CONTENT OF AMENDMENT:

A. To amend contract dated July 1, 2009.

B. To render services from July 1, 2010 through June 30, 2011, in accordance with the amended contract operating budget and new service levels.

C. Minor Home Repair (RPR) – Increasing the Minor Home Repair budget to $12,274 and increasing related units of direct service.

D. Adding Gila County Policies - Attachment "A" – Legal Arizona Workers Act Compliance, Anti-Terrorism Warranty and Agreement Cancellation

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF THE LAST SIGNATURE, UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALD OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BINE THE CONTRACTOR TO THIS CONTRACT.

9. **GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES**	10. **PINAL-GILA COUNCIL FOR SENIOR CITIZENS**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE Olivia B. Guerrero
TYPED NAME Michael A. Pastor	TYPED NAME Olivia B. Guerrero
TITLE Chairman, Gila County Board of Supervisors	TITLE President/CEO
DATE	DATE 3-3-11

APPROVED AS TO FORM:

_____ DATE:_____

Bryan B. Chambers, Chief Deputy County Attorney

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 0010-0444, Amendment #2 (12/10)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

[X] Area Agency on Aging, Region V (AAA)

[ ] Supplemental Payment Program (SPP)

[ ] Title V

[ ] United States Department of Agriculture (USDA)

[ ] Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term $ 6,537

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2009 to June 30, 2010 is $10,500
Maximum amount during the period from July 1, 2010 to June 30, 2011 is $12,274

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	$12,274

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.

C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).

D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.

E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.

F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.

G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.

H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.

I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.

J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at **$0.00.**

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A. Pinal-Gila Council for Senior Citizens/AAA
- [ ] Congregate Monthly Meals Report (10th)
- [ ] Home Delivered Meals Monthly Meals Report (10th)
- [X] Monthly Social Services (10th)
- [ ] Congregate Meals Registration Form w/Nutrition Score - Weekly
- [ ] Service Utilization Log (Service Log) (3rd)
- [ ] Monthly Education/Activities Report (10th)
- [ ] Calendar of Activities (10th)
- [ ] Food Cost Report (10th)
- [ ] Nutrition Education Report (10th)
- [ ] Transportation Summary Sheet (10th)
- [ ] Menu Cycle for RD approval - Quarterly
- [X] Outreach Report - Quarterly
- [ ] Non-Client Supportive Service Report – FCSP and roster (10th)
- [ ] Monthly, Ramp Loan Report (10th)

B. Supplemental Payment Program

- [ ] ASCAP – Arizona Standardized Client Assessment Form (3rd)

C. Arizona Long Term Care Services (ALTCS)

- [ ] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
B. Significant changes in the delivery of the hot and/or frozen meal schedule.
C. Revisions to the service methodology of any service specifications.
D. Changes in the "suggested donation."
E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	20	

1) Direct Service means services performed by the contractor.
2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCI FOR SENIOR CITIZENS

CONTRACT OPERATING BUDGET

Attachment A

Agency Name: Gila County Community Action/Housing Services

Contract Number: 0010-0444 Amend. #2 (12/10)

FOR PERIOD From:7/01/10 To:6/30/11

Prepared by: M. Buzan

Date: July 1, 2010

REVENUES

Services:	Home Repair (RPR)							GRAND TOTAL
Totals	12,274	0	0	0	0	0	0	12,274
AREA AGENCY CEILING	12,274							12,274
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	12,274	0	0	0	0	0	0	12,274
PROGRAM INCOME								0
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
TOTAL REVENUE	12,274	0						12,274

EXPENSES

Budget Categories								
Personnel								0
ERE								0
Professional/Outside	11,737							11,737
Travel								0
Space								0
Equipment								0
Material/Supplies	537							537
Operating Svcs.								0
Allocated Indirect								
TOTAL EXPENSES	12,274	0						12,274
SUBTOTAL/Direct Svcs.								
SUBTOTAL/Purchased Svs.	12,274	0						12,274
SERVICE TOTAL	12,274	0	0	0	0	0	0	0
No. of Units Direct	20							
No. of Units Purchased								
Unit Rate/Direct	613.70							
Unit Rate/Purchased								
Unit Rate/Contract								

ATTACHMENT "A"

PINAL-GILA COUNCIL FOR SENIOR SERVICES
CONTRACT #0010-0444, AMENDMENT #2 (12/10)

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

Any breach of Firm'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 Firm 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, Firm 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.

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

ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Firm 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.

CANCELLATION

This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.**

Pinal-Gila Council for Senior Citizens
Area Agency on Aging
8969 W. McCartney Rd.
Casa Grande, Arizona 85194-7432
(520) 836-2758 1-800-293-9393
Fax (520) 421-2033

CONTRACT BETWEEN **PINAL-GILA COUNCIL FOR SENIOR CITIZENS** (The PGCSC)
and **GILA COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES**
(The Provider)
located at **5515 South Apache St., Ste. 200, Globe, AZ 85501**

The PROVIDER is:
[ ] Private Non-Profit Corporation
[ ] Corporation
[X] Other: County Government

WHEREAS, THE PGCSC is duly authorized to execute and administer contracts under A.R.S.§41-1953.1 et seq.; and,

WHEREAS, THE PGCSC desires that THE PROVIDER deliver services and THE PROVIDER has agreed to deliver services pursuant to the terms and conditions herein;

THEREFORE, THE PGCSC AND THE PROVIDER agrees to abide by all the terms and conditions set forth in this Contract.

This document, its annexes, appendices and attachments, including any subcontracts, amendments and modifications shall constitute the entire Contract between the parties, and supersedes all other understandings, oral or written.

FOR AND ON BEHALF OF THE PGCSC:

SIGNATURE

Olivia B. Guerrero, M.S.
TYPE NAME

EXECUTIVE DIRECTOR
TITLE

7-6-09
DATE

0010-0444
CONTRACT I.D. NUMBER

FOR AND ON BEHALF OF THE PROVIDER:

Shirley L. Dawson
SIGNATURE

Shirley L. Dawson
TYPE NAME

Chairman, Gila County Board of Supervisors
TITLE

7/28/09
DATE

86-000444
FEDERAL I.D. NUMBER

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy Gila County Attorney

7/14/9
Date

PROGRAM/ADMINISTRATION SECTION

1.0 Authorized Signatory for Contractor:

1.1 Gila County Division of Health and Community Services
PROVIDER AGENCY NAME

FEI No. 86-000444
FEDERAL EMPLOYER IDENTIFICATION NUMBER

5515 S. Apache Ave., Ste. 200, Globe, AZ 85501
Address

928-425-7631
Phone Number

1.2 Shirley L. Dawson
Name of Authorized Signatory

Chairman, Gila County Board of Supervisors
Title

is the signatory to this Contract on behalf of the Contractor and is responsible for the delivery of Contract Services during the term of this Contract.

1.3 In the absence of the principal authorized signatory named above, David J.H. Fletcher
Name
Director, Div. Health & Community Services is authorized to sign this Contract and any amendments thereto on behalf of the
Title
Provider.

2.0 Notices:

2.1 The PGCSC AAA shall address all notices relative to this Contract to the attention of:

Malissa Buzan CAP/Housing Services Manager
Name and Title

5515 S. Apache Ave. Suite 200 Globe Az 85501
Address

(928) 425-7631 Ext. 8693
Phone Number

FAX: (928) 425-9468

E-MAIL: mbuzan@co.gila.az.us

2.2 Daily contact regarding programmatic issues for this contract:
Malissa Buzan, Housing Services Manager
Name and Title

5515 S. Apache Avenue, Globe, AZ 85501
Address

(928) 425-7631 Ext. 8693
Phone Number

FAX:(928) 425-9468

E-MAIL: mbuzan@co.gila.az.us

2.3 Financial contact for issues regarding this contract::
Bree'na York, Fiscal Manager
Name and Title

5515 S. Apache Avenue, Globe, AZ 85501
Address

(928) 425-7631 Ext. 8667
Phone Number

FAX:(928) 425-9468

E-MAIL: byork@co.gila.az.us

2.2 The Provider shall address all notices relative to this Contract to the attention of:

Olivia B. Guerrero, President/CEO
Pinal-Gila Council for Senior Citizens, Inc.
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

Phone: 520-836-2758
Fax: 520-421-2033
E-Mail: oliviag@pgcsc.org

3.0 Contract Term:

The term of this Contract shall begin on July 1, 2009
■ or the date of last signature, whichever is later, and shall terminate on June 30, 2010

4.0 Contract Purpose: The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321): DHHS Grant Administration Regulations (45 CFR part 74): and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

[ ] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

__X__ Minor Home Repair/Renovation	_____ Congregate Meals	Home Care Cluster:
____ Respite (Group)	_____ Home Delivered Meals	_____ Home Health Aid
____ Respite (In-Home)	_____ Transportation	_____ Housekeeping
____ Case Management	_____ Legal	_____ Nursing
____ FCSP Case Management		_____ Personal Care

5.4 Eligibility Criteria, Intake Procedures and Case Records:

5.4.1 Eligibility Criteria

[X] A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

[ ] B. Supplemental Payment Program:

Eligibility to be determined by case management agency. Clients eligible for the Supplemental Payment Program must meet the following criteria in order to receive services from the contractor.

1. Be eligible for and receiving Supplemental Security Income (SSI).
2. Be 65 years of age or older if applying for Home Health or Visiting Nurse Services.

5.4.2 Intake Procedures

A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.

B. As required for individual services per Aging & Adults Administration's Policy and Procedure Manual – 2004 and PGCSC policies and procedures.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures – 2004 and PGCSC policies and procedures.

5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

Contract Service Name	Position Title	No. of FTEs	Ratio of Direct Care Staff to Clients
Minor Home Repair	Housing Services Program Manager	1	n/a
	Housing Rehab Specialist	1	n/a
	Housing Services Administrative Assistant	1	n/a

5.6 Facility Location:

Contract Services may be delivered only at the facilities and locations specified below and shall be available during the hours of operation indicated:

NAME OF FACILITY, ADDRESS, PHONE AND FAX NUMBER WHERE THE SERVICES WILL BE PROVIDED. (IF SERVICES ARE PROVIDED IN CLIENTS HOME, LIST INFORMATION FOR FACILITY PRIMARY OFFICE LOCATION)	CONTRACT SERVICE(S)	SUBCONTRACTOR	DAYS AND HOURS OF OPERATION	GEOGRAPHIC COVERAGE
Gila County Division of Health and Community Services 5515 S. Apache Street, Suite 200 Globe, AZ 85501 Phone: (928) 425-7631 Toll Free: 800-304-4452 Fax: (928) 425-9468	Minor Home Repair		Mon – Friday 8am to 5pm	Gila County

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

- ☒ New Year's Day
- ☒ Martin Luther King Jr.'s Birthday
- ☐ Lincoln's Birthday
- ☐ Washington's Birthday
- ☒ President's Day
- ☐ Good Friday
- ☒ Memorial Day
- ☒ Independence Day
- ☒ Labor Day
- ☐ Ros Hashanah
- ☐ Yom Kippur
- ☒ Columbus Day
- ☒ Veteran's Day
- ☒ Thanksgiving Day
- ☒ Christmas Day

(Other Holidays)

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 0010-0444

GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES

[X] Area Agency on Aging, Region V (AAA)

[ ] Supplemental Payment Program (SPP)

[ ] Title V

[ ] United States Department of Agriculture (USDA)

[ ] Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term $ 10,500

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2009 to June 30, 2010 is $10,500

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	$10,500

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.

C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).

D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.

E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.

F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.

G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.

H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.

I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.

J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at **$0.00.**

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A. Pinal-Gila Council for Senior Citizens/AAA
- [ ] Congregate Monthly Meals Report (10th)
- [ ] Home Delivered Meals Monthly Meals Report (10th)
- [X] Monthly Social Services (10th)
- [ ] Congregate Meals Registration Form w/Nutrition Score - Weekly
- [ ] Service Utilization Log (Service Log) (3rd)
- [ ] Monthly Education/Activities Report (10th)
- [ ] Calendar of Activities (10th)
- [ ] Food Cost Report (10th)
- [ ] Nutrition Education Report (10th)
- [ ] Transportation Summary Sheet (10th)
- [ ] Menu Cycle for RD approval - Quarterly
- [X] Outreach Report - Quarterly
- [ ] Non-Client Supportive Service Report – FCSP and roster (10th)
- [ ] Monthly, Ramp Loan Report (10th)

B. Supplemental Payment Program

[ ] ASCAP – Arizona Standardized Client Assessment Form (3rd)

C. Arizona Long Term Care Services (ALTCS)

[ ] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
B. Significant changes in the delivery of the hot and/or frozen meal schedule.
C. Revisions to the service methodology of any service specifications.
D. Changes in the "suggested donation."
E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair (RPR)	45	

1) Direct Service means services performed by the contractor.
2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCI FOR SENIOR CITIZENS

CONTRACT OPERAT BUDGET

Attachment A

Agency Name: Gila County Community Services Division

Contract Number: 0010-0444

FOR PERIOD From:7/01/09 To:6/30/10

Prepared by: M. Buzan

Date: July 1, 2009

REVENUES

Services	Home Repair (RPR)							GRAND TOTAL
Totals	10,500	0	0	0	0	0	0	10,500
AREA AGENCY CEILING	10,500							10,500
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	10,500	0	0	0	0	0	0	10,500
PROGRAM INCOME								0
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
TOTAL REVENUE	10,500	0						10,500

EXPENSES

Budget Categories								
Personnel								0
FRE								0
Professional/Outside	10,000							10,000
Travel								0
Space								0
Equipment								0
Material/Supplies	500							500
Operating Svcs.								0
Allocated Indirect								
TOTAL EXPENSES	10,500	0						10,500
SUBTOTAL/Direct Svcs.								
SUBTOTAL/Purchased Svs.	10,500	0						10,500
SERVICE TOTAL	10,500	0	0	0	0	0	0	0
No. of Units Direct								
No. of Units Purchased	45							
Unit Rate/Direct								
Unit Rate/Purchased	233.33							
Unit Rate/Contract								

COST ALLOCATION PLAN

July 1, 2009 Through June 30, 2010

Cost	Allocation
Minor Home Repair	69 clients assisted with $240 per unit x 100% charged to Pinal Gila Council for Senior Citizens funding.

7.12 HOME REPAIR / RENOVATION

7.12.1 Service Definition

A service that provides for safety and/or structural repairs to the home.

For purposes of the Family Caregiver Support Program, this service is to be provided, on a limited basis, to complement the care provided by the caregiver.

7.12.2 Program Information

a) The goals of the service are to increase or maintain independence of eligible individuals and to increase the individual's mobility, safety, and access to and around the home.

b) Any provider who delivers the service must receive an orientation to the Contractor's agency and to the target group being served.

c) The maximum amount that may be spent in a 12-month period for any one individual is $1,500 per fund source. All other available resources should be examined and utilized prior to providing this service.

7.12.3 Reporting Unit

a) One unit of service equals one repair or adaptation.

7.12.4 Service Standards

The Contractor shall comply with the following standards:

a) All repairs and adaptations must conform to local building and zoning codes.

7.12.5 Service Requirements

The Contractor shall comply with the following service requirements:

a) Assess the adequacy of the individual or caregiver's residence in relation to his/her needs and specify the needed structural repairs or adaptations.

b) Adapt, repair or build structural items which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions, such as, but not limited to:

i. building of ramps.
ii. cooler and heater repair/maintenance.
iii. widening of doorways.
iv. installation of grab bars.
v. screen repair.
vi. installation of safety mats.
vii. window repair.
viii. minor roof repair.
ix. door repair.
x. floor repair.

c) Any adaptations to be done to rental property must have prior signed consent of the owner/landlord.

PROPOSERS QUESTIONNAIRE – MINOR HOME REPAIR

All Proposers must answer the following questions. In the space provided respond to the following questions. Responses should be concise and when appropriate measurable.

1. **CLIENT CONTRIBUTIONS:** Explain your method for soliciting contributions from participants, security procedures, accounting and cash handling procedures. Identify staff responsible for implementing this procedure.

Gila County Division of Health and Community Services Housing Services Department staff will explain to each minor home repair recipient of the opportunity to contribute towards this program. During the application process and/or at the service call, each recipient will be given a "Client Contribution Information Sheet", which notifies them of the opportunity to contribute to the program. This form states that they will not be denied services if they do not contribute.

If any contributions are received, the Senior Accounting Technician will prepare a Gila County Treasurer's Receipt form and the donation will be deposited into the Pinal/Gila Council for Senior Citizens Minor Home Repair Program account.

2. **TARGETING:** How will the provider ensure that those in greatest economic or social need, with particular attention to low-income minority persons, are given priority service. Please refer to Outreach/Targeting Agreement for further clarification.

The Gila County Division of Health and Community Services will target persons living in Gila County who are aged sixty (60) years or over or under sixty (60) years who have a disability and do not have the resources to pay for and/or provide the repair themselves. The target population will exclude persons living on Indian Reservations. Persons whose incomes fall at or below 150% of the Federal Poverty Income guidelines will be given priority for assistance, although higher incomes will not exclude persons from receiving assistance.

3. **OUTREACH:** In addition, identify the specific outreach activities that will be conducted to reach and inform those in greatest social or economic need of the availability of the program. Provide a timetable for completing these activities.

Gila County Division of Health and Community Services outreach activities will be as follows:

- Public Service Announcements will be placed in newspapers throughout Gila County to announce the receipt of the funding award.
- In March 2009, Public Service Announcements will be placed in newspapers and on radio stations to inform the public of the availability of funding for minor home repair. The Housing Services Program Manager will announce the funding at Inter-Agency Meetings in the Globe and Payson areas. Staff of local social service agencies (Salvation Army, ADES, etc) will also be notified at this time.
- April 2009 through June 30, 2009, staff will continue to promote the program through interaction with clients who are seeking any type of services that the division offers. If funding is not available, this activity will not take place.

4. **INTAKE PROCESS:** Briefly describe the process that is used for intake, to include time frame between intake and assessment, information taken at intake, how determination at intake is made that an assessment is needed and any other information that would help in understanding the intake process

The intake process will be done by several methods. The first method will be by telephone, clients can call in to the Housing Services Department and a staff member will take the minor home repair application at that time. The second process is in person, clients can come into the Division of Health and Community Services office and their application will be taken. The third method is by referral from another agency/person who is involved with the client and can apply for services on their behalf.

Information that is required to apply for minor home repair is basic including: name, address, telephone number, social security number, birth date, income, and if there is an emergency need at the time. Determination of eligibility will be done at the time of the application.

An assessment of the need for services will be performed at the intake and will help determine what type and how urgent minor home repairs are needed.

5. **ASSESSMENT PROCESS:** Briefly describe the assessment process that is used to determine that the work requested for the individual's and/or caregiver's residence is in relation to his/her needs and will improve the safety and increase the individual's ability to live independently.

The assessment process for the minor home repair program will start at intake. If there is an emergency* situation in the home, our staff will have a contractor go to the home and assess the adequacy of the residence to meet the clients need and to determine how to best resolve the situation. Staff will address emergency situations within 24 hours of notification. Only measures that are considered as normal home repairs (i.e. heating/cooling systems, water heaters, plumbing, gas lines, electrical wiring, ramps, grab bars, etc.) are eligible for assistance under the minor home repair program.

*emergency = situation which poses an imminent threat to the health and safety of the occupants of the home.

END

Pandemic Performance Plan

1. Pinal-Gila Council for Senior Citizens shall require a written plan that illustrates how the provider agency shall perform and maintain contractual standards in the event of a declared pandemic. At a minimum, the pandemic performance plan shall include:

   A. Key succession and performance planning if there is a sudden significant decrease in the provider's workforce.

   The Division of Health and Community Services has developed an Telephonic Response Plan in the event of a declared pandemic. See attachment for more information regarding the Gila County D.H.C.S. plan.

   B. Alternative methods to ensure there are services or products in the supply chain.

   See attachment for Telephonic Response Plan

   C. An up to date list of company contacts. (Attachment)

   The information included in the Telephonic Response Plan is confidential and cannot be distributed.

OUTREACH/TARGETING POLICY AGREEMENT

In accordance with the Older Americans Act, as amended, each provider contracting with PGCSC/AAA Region V, agrees to continue their efforts of targeting their services to older persons with greatest economic or social need with particular attention to low-income minorities, older individuals with limited English proficiency, isolated rural elders, Native Americans and severely disabled elderly through various methods such as:

To promote programs which increase service accessibility and availability to the targeted population.

To educate individuals on available benefits and services provided with Older American Act funds and the Area Agency on Aging, social service agencies, and the support service network.

To network with other community agencies that provide support services to enhance the availability of services and resources for the targeted population.

To provide prevention and general intervention services when needed for the targeted population.

To provide advocacy services as needed with/on behalf/or for the targeted population.

To assist in developing policy and system changes within the community to assist the well-being of the targeted population.

To identify the targeted population through various outreach techniques.

To provide information and referral or assistance as needed to the targeted population.

To request technical assistance related to the contract services from PGCSC/AAA, as needed.

To document these services within the Monthly Educational Program/Special Activity Report.

To translate materials and flyers relating to program activates and access, when possible.

To continue the activities that the subcontractor has submitted in their outreach and targeting statement included in this contract.

To provide culturally relevant programs which address the specific needs of the targeted population.

To serve each low-income minority elderly group in at least the same proportion, as they exist in their service boundary area.

To obtain program and/or advisory public input from specific ethnic minority communities, i.e., groups, organization, individuals, institutions, etc.

To provide client access to bilingual and/or bicultural persons/staff to accommodate those elderly who speak limited English.

To use minority volunteers in direct service when possible.

To provide opportunities for staff to obtain training in cultural differences and specific needs of the low-income minority elderly.

Signature _____ Date 2/25/09

VIII. METHOD OF EVALUATION

Each person assisted with this program will be provided with a Follow-Up Form and a self-addressed, stamped envelope to return to Housing Services. The client is requested to evaluate the quality and timeliness of the service they have received and return the form within 30 days.

The Follow-Up Forms are retained in the client file.

Service Methodology

Service Tasks:

Objective 1 – To increase the individual's mobility, safety and access to and around the home.

Tasks:

1.1 Assess the adequacy of the person's residence in relation to his/her needs and specify the needed structural repairs or adaptation.

1.2 Adapt, repair or build structural items, which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions.

Housing Services Department is a department of the Gila County Division of Health and Community Services, plans to assist a minimum of 70 persons from July 1, 2009 through June 30, 2010 with minor home repair/adaptations.

Types of repairs/adaptations eligible (but not limited to) under this program will include:

Building of ramps	Cooler and Heater repair/maintenance
Widening of doorways	Installation of grab bars
Screen repair	Installation of safety mats
Window repair	Minor roof repair
Door repair	Floor repair

Persons eligible for this program will be those who are Gila County residents who are persons aged sixty (60) and over or those under age sixty (60) who have a disability. Priority will be given to those who have no other resources to provide the repair/renovations for themselves. The maximum benefit will be $240.00 per household assisted.

The method in which the program will operate is:

1. Outreach will be done at various social service agencies and events and through local press releases to inform of service availability.
2. Applications will be taken by telephone or by appointment.
3. A voucher for the bid amount price will be issued to a local licensed vendor on behalf of the person to be assisted. A copy of the voucher to be used is attached.

Housing Services will use funds awarded in contract with Pinal-Gila Council for Senior Citizens during the period toward the operation of the home repair/renovation program.

All the services listed above shall be performed by the Housing Services Manager, Administrative Assistant, Rehab Specialist, or Senior Accounting Technician.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS UNIFORM GENERAL TERMS AND CONDITIONS

1. Definitions As used in these terms and conditions, the following terms have the following meaning:

1.1 **"Annex A"** is the annex to this Contract, which contains a description of the services to be delivered pursuant to this Contract.

1.2 **"Annex B"** is the annex to this Contract, which contains the approved budget, level of service and any conditions for payment for the delivery of service(s) pursuant to this Contract.

1.3 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.4 **"Begin Date"** means the date that the contractor may start to provide services under this contract. The contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.

1.5 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment having an acquisition cost of $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., tax, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures or other facilities; improvements).

1.6

1.6 **"Compensation"** means that part of this contract that contains the approved method of payment or reimbursement, which may include a budget or fee or rate for the delivery of service(s) pursuant to this contract. Compensation also means Cost or Price.

1.7 **"Contract"** means the combination of the solicitation, including the Uniform and Special Instruction to offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.8 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.9 **"Contract Expenditures"** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.

1.10 **"Contract Services"** means the services to be delivered by the Contractor that are so designated in Annex A.

1.11 **"Contractor"** means any person or entity who has a Contract with Pinal-Gila Council for Senior Citizens.

1.12 **"Days"** means calendar days unless otherwise specified.

1.13 **"Department"** means Pinal-Gila Council for Senior Citizens (PGCSC_).

1.14 **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.

1.15 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.16 **"Fiscal Year"** means the period beginning with July 1 and ending June 30.

1.17 **"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 of greater value is received.

1.18 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.19 **Procurement Officer"** means the Pinal-Gila Council for Senior Citizens President/CEO, who is duly authorized to enter into and administer contract and make written determinations with respect to the contract or his or her designee.

1.20 **"Reimbursement Ceiling"** means the amount so designated in Annex B and is the maximum amount payable by Pinal-Gila Council for Senior Citizens under this contract.

1.21 **"PGCSC"** is Pinal-Gila Council for Senior Citizens , is the designated Area Agency on Aging (AAA) for Region V.

1.22 **"Scope of Work"** means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service" .

1.23 **"Services:** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.24 **"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.

1.25 **"Vulnerable adult"** means an individual who is eighteen (18) years of age or older who is unable to protect him/herself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Contract Interpretation

2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

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 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 PGCSC Uniform General Terms and Conditions;
2.3.4 Annex A, Statement or Scope of Work;
2.3.5 Specifications – Methodology;
2.3.6 Annex B, Budget and Conditions of Payment
2.3.7 Attachments;
2.3.8 Exhibits; and
2.3.9 Documents referenced or included in Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither part to this Contract shall be deemed to be the employee or agency of the other party to the Contract. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from the contract, the Cont5ractor or their personnel will not be represented by PGCSC.

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 the document and no other understanding either oral or in writing shall be binding.

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.

3. Contract Administration and Operation.

3.1 **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" 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 and PGCSC at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.1.1 Contract service records will be maintained in accordance with this contract. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:

3.1.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

3.1.1.2 Include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items;

3.1.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

3.1.1.4 Include records of the source of all receipts and the deposit of all funds received by the contractor;

3.1.1.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;

3.1.1.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,

3.1.1.7 Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.2.1 Unless exempt under Federal law the contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

3.2.2 If contractor is an Indian Tribal Government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.

3.2.3 The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under the Americans with Disabilities Act, the (*insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (*insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: *(insert Contractor contact person and phone number here)"*

3.3 **Audit.** Pursuant to ARS §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 PGCSC, and where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendment of 1996 (P.L. 104 to 156), contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling $300,000 or more ($500,000 for fiscal years ending after December 31, 2103) must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitt4ed to the Department's office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.

3.3.2 All contractors are subject to the programmatic and fiscal monitoring requirement of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit, which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.

3.3.3 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-wards audits, Department monitoring during the contract, and post-award audits.

3.3.4 Audits of non-profit corporation receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules regulations and standards.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. PGCSC shall also have the right to test at it own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If PGCSC 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.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the PGCSC to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to PGCSC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized 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. In the event that no person is designated to receive notices, then notices shall be sent to the contract signatory. All notices shall reference the contract number.

3.5.1 The Contractor shall give written notice to PGCSC of changes to the following, and a written amendment to the contract shall not be necessary and all such notices shall reference the contract number:

3.5.1.1 Change of address of business office;

3.5.1.2 Change of telephone number;

3.5.1.3 Changes in the name and/or address of the person to who notices are to be sent;

3.5.1.4 Changes in contract-related personnel positions of the contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;

3.5.1.5 Change in the name of the contractor, where the ownership or responsible entity remains the same; or

3.5.1.6 In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

3.5.1.7 Where a change does not fall within 3.5 or its subsections, the Contractor must obtain approval from the Procurement Officer prior to effecting the changes.

3.6 **Advertising Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercials benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 **Property of PGCSC.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of PGCSC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of PGCSC.

3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and PGCSC shall be considered the creator of such Intellectual Property. PGCSC shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PGCSC, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in PGCSC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than PGCSC. The intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not PGCSC without the express written authorization of PGCSC.

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 invoice for payment from PGCSC within thirty (30) days.

4.1.1 Payments shall be made according to the methods of compensation defined as follows:

4.1.1.1 **Rate (or) Fixed Price** – The contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable. PGCSC may authorize unit in incremental amounts throughout the term of the contract by amending the contract.

Fixed Price with Price Adjustment – Reimburse to the contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The contractor shall furnish PGCSC with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a

category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

4.1.1.2 The contractor shall report contract expenditures to PGCSC in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, PGCSC shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.

4.1.1.3 If the contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, PGCSC may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

4.1.1.4 Under no circumstances shall PGCSC make payment to the contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall PGCSC make payment to the contractor for service performed prior to or after the term of the contract without timely extension or renewal of the contract.

4.1.1.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 **Applicable Taxes.**

4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.

4.3.2 **State and Local Transaction Privilege Taxes.** PGCSC 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.

4.3.3 **Tax Indemnification.** Contractor and all subcontractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and PGCSC 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.

4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file, unless not required by law.

4.4 **Availability of Funds.** PGCSC may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. PGCSC has sole and unfettered discretion in determining the availability of funds. PGCSC and the contractor my mutually agree to reduce reimbursement to the contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

4.5 **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the PGCSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. PGCSC shall make reasonable efforts to secure such funds. PGCSC may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PGCSC President/CEO shall have the sole and unfettered discretion in determining the availability of funds.

4.6 **Availability of Funds for the Current Fiscal Year.** Should the Legislature (State and/or Federal) or any funding source take action and reduce the appropriations or for any reason and these goods or services are not funded, PGCSC may take any of the following actions:

4.6.1 Accept a decrease in price offered by the contractor;

4.6.2 Cancel the contract;

4.6.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1 **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. 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.

5.1.1 Change in the reimbursement ceiling;

5.1.2 Contract term, if extended and/or reduced without terminating the contract;

5.1.3 Service delivery methodology, the scope of work (change in the location of the delivery of service), or the level of service to be provided;

5.1.4 Ownership or legal entity responsible for the contract;

5.1.5 Personnel of the contractor, when the individual is indicated by name or qualification, in the contract;

5.1.6 Any other changes in the terms and conditions of the contract which Pinal-Gila Council for Senior Citizens deems substantial; or,

5.1.7 Except where contract special terms and conditions provide otherwise.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.2.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to PGCSC, upon request.

5.3 **Assignment 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. PGCSC shall not unreasonable 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 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 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that PGCSC shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that PGCSC shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 **Public Agency Language Only.** 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.** The Contractor shall indemnify and hold harmless PGCSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by PGCSC of materials furnished or work performed under this Contract. PGCSC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.P. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure**

6.4.1 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; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunction-intervention-acts; or failure or refusals to act by government authority; 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 Force Majeure shall <u>not</u> 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 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 results or effect of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 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 PGCSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractors, toward fulfillment of this Contract.

7. <u>Warranties</u>

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by PGCSC of the materials, they shall be;

7.2.1 Of a quality to pass without objection in the trade under 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 nay material supplied to PGCSC 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 and 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by PGCSC.

7.5 **Year 2000**

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 **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.

7.6.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by PGCSC.

7.6.2 Nothing in this contract shall be construed as a waiver of an Indian Tribe's sovereign immunity; nothing shall be construed as an Indian Tribe's consent to be sued, or as consent by an Indian Tribe to jurisdiction of any State Court.

7.6.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620.

7.6.4 The Contractor shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying at which state, in part: Except with the express authorization of

Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

7.6.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 relating to new hire reporting, A.R.S.§23-722.02 relating to wage assignment orders to provide child support, and A.R.S. §25-535 relating to administrative or court-ordered health insurance coverage for children.

7.7 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.7.1 **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.

7.7.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 PGCSC's Contractual Remedies

8.1 **Right to Assurance.** If PGCSC 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 wring 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 PGCSC's options, be the basis for terminating the Contract under the Uniform Terms and Conditions, PGCSC Uniform General Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 PGCSC 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(s) of days indicated by PGCSC after 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 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 the remedies of PGCSC under this Contract are not exclusive.

8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, PGCSC 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.** PGCSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PGCSC, or damages assessed by PGCSC concerning the Contractor's non-c0nforming performance or failure to perform the Contract, including expenses, costs or damages described in the Uniform Terms and Conditions and PGCSC Uniform General Conditions.

Contract Termination

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, PGCSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation of any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of PGCSC 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.** PGCSC may, by written notice, terminate this Contract, in whole or in part, if PGCSC 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 PGCSC for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. PGCSC, 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.** PGCSC may, by written notice to the Contractor, immediately terminate this Contract if PGCSC 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify PGCSC. The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

9.4 **Termination for Convenience.** PGCSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of PGCSC 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 PGCSC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC. 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.**

9.5.1 In addition to the rights reserved in the Uniform Terms and Conditions and PGCSC Uniform General Conditions, PGCSC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC on demand.

9.5.3 PGCSC may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.5.4 The contract may immediately be terminated if PGCSC determines that the health or welfare or safety of service recipients is endangered.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **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 (Title 41).

12 **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to PGCSC shall be adjusted to exclude any significant amounts by which PGCSC finds the price was increased because the contractor furnished cost and pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by PGCSC may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

13 **Fees and Program Income.** The contractor shall impose no fees or charges of any kind upon recipients for specific services authorized under this contract.

13.1 The Contractor shall solicit voluntary donations from program participants for services received. The Contractor shall not deny service to any program participant solely because of a refusal to make a donation.

13.2 Any income received by the Contractor or PGCSC, from participants contributions for services received, shall be reported in accordance with controlling law and regulation.

13.3 Contract Nutrition Providers must utilize Senior Center Nutrition Site Councils to assist in developing a suggested donation amount(s). Suggested donation amount(s) must be posted in a visible location at the Nutrition Site.

13.4 Solicitation of membership fees/dues is not permitted for services funded under this contract.

14 **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of nor more than one year and a acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

15 **Confidentiality.** The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the contractor shall release information to PGCSC as required by the terms of this contract, by law or upon their request.

16 **Contract Extension.** PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC. The Procurement Officer may provide written notice to the Contractor that the contract is being extended for the period specified and a written amendment to the contract signed by both parties shall not be necessary. Any extension must be made prior to the end of the contract period specified in this contract.

17 **Contract Term.** The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

17.1 PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC.

17.2 PGCSC shall have the unilateral right to extend the contract period for 3 additional one-year periods or portions thereof for a total contract term not to exceed 4 years. The terms and conditions of any such contract extension shall remain the same as the original contract.

17.3 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

17.4 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside the effective contract dates.)

18 **Cooperation.** PGCSC may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and PGCSC employees, and carefully fit its own work to such other Contractor's work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by PGCSC employees. The Contractor shall cooperate as PGCSC deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor's.

19 **Equipment.**

19.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with PGCSC funds, shall be reported in accordance with PGCSC inventory policies and procedures. The contractor shall report equipment purchased with contract funds to PGCSC within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with PGCSC funds and submit the equipment inventory form to PGCSC person designated to receive notices.

19.2 PGCSC shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. PGCSC shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.

19.3 The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of PGCSC during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustment to the contract.

19.4 Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by PGCSB and, if sold, PGCSC shall be compensated in the amount of its equitable interest.

20 **Evaluation.** PGCSC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

21. **Fair Hearings and Service Recipients' Grievances.**

21.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the contractor and to PGCSC any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. PGCSC may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

21.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by PGCSC for reviewing and adjudicating grievances by service recipients or subcontractors arising from the contract.

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

22.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints for the purpose of

obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

22.2 The provider shall assume the costs of fingerprint check and may charge these costs to it fingerprinted personnel. PGCSC may allow all or part of the cost of fingerprint checks to be included as an allowable cost in a contract.

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

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

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

22.6 Federally recognized Indian Tribes or military bases my submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. § 46-141 (F) (as may be amended).

23 Insurance.

INDEMNIFICATION CLAUSE: The parties to this contract agree that Pinal-Gila Council for Senior Citizens, the State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of PGCSC, the State and/or DES as a result of entering into this contract. However, the parties further agree that PGCSC, the State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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 State of Arizona and DES in no way warrant 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.

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

23.1.1 **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 coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional 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.

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

23.1.2 **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: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's 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". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***

23.1.3 **Worker's Compensation and Employers' Liability**

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

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

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

23.1.4 **Professional Liability (Errors and Omissions Liability)**

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

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective

date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

23.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions: State of Arizona Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

a. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

b. Coverage provided by the Contractor shall not be limited to the liability assumed un the indemnification provisions of this contract.

23.3 **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 **(Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Rd., Casa Grande, AZ 85294-7432 and to State of Arizona Department Representative's Name & Address** and shall be sent by certified mail, return receipt requested.

23.4 **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 Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

23.5 **VERIFICATION OF COVERAGE:** Contractor shall furnish PGCSC and 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 PGCSC and 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 **(Pinal-Gila Council for Senior Citizens,, 8969 W. McCartney Rd., Casa Grande, AZ 85222-7432, and AZ DES –Department of Aging & Community Services, Contracts Management Unit, 1789 West Jefferson 2NW (086Z) Phoenix, AZ 85007.** The project/contract number and project description shall be noted on the certificate of insurance. PGCSC and 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.**

23.5 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured's under its policies **or** Contractor shall furnish to PGCSC and the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

23.6 **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.

23.7 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in paragraph 18 of the DES Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 18.2.2(G), provided that such request be delivered in writing to PGCSC at least 10 days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in DES ST&C paragraph 18.

24. **Levels of Service.**

24.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract during any transition to a subsequent contractor.

24.2 PGCSC makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of PGCSC and that PGCSC reserves the right to obtain like goods or services from other sources when such need is determined necessary by Pinal-Gila Council for Senior Citizens.

24.3 PGCSC Administration may obtain services under this contract.

24.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

24.5 PGCSC makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and PGCSC may decrease and/or increase them by providing written notice to the contractor.

24.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

25 **Monitoring.** Pinal-Gila Council for Senior Citizens may monitor the Contractor or subcontractor and they shall cooperate in the monitoring of services delivered, facilities maintained and fiscal practices.

26 **Payment Recoupment.** The Contractor must reimburse Pinal-Gila Council for Senior Citizens upon demand or PGCSC may deduct from future payments the following:

26.1 Any amounts received by the Contractor from PGCSC for contract services which have been inaccurately reported or are found to be unsubstantiated;

26.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by PGCSC.

26.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions.

26.4 Any amounts paid by PGCSC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.

26.5 Any amounts expended for items or purposes determined unallowable by PGCSC when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;

26.6 Any amounts paid by PGCSC for which the contractor's books, record, and other documents are not sufficient to clearly substantiate that those amounts were used by the contractor to perform contract services;

26.7 Any amounts received by the Contractor from PGCSC which are identified as a financial audit exception;

26.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;

26.9 Any amounts paid to the contractor which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.

26.10 Any payments made for services rendered before the contract begin date or after the contract termination date.

27 **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this contract.

28 **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by PGCSC of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

29 **Professional Standards.** The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

30 **Reporting and Client Referral Requirements.**

30.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th day following each month during the contract term the Contractor shall submit programmatic and financial reports to PGCSC in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th day following the end of a month may result, at the option of PGCSC, in retention of Payment. Failure to provide such report within 30 days following the end of a month may result, at the option of PGCSC, in a forfeiture of such payment.

30.2 The Contractor shall utilize a standardized assessment process for eligible persons including an instrument that meets at a minimum certain functional status requirements established by PGCSC and DES A&AA. PGCSC and DES A&AA must review and approve the instrument to be employed prior to implementation or usage of an assessment instrument.

30.3 The Contractor shall support the goals of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Aging Information Management System (AIMS for both the input client assessment and service authorization data) said data being extracted from the Arizona Standardized Client Assessment Plan. In addition, all client supporting data for case managed service unit delivered (including case management) and expenditure billed shall also be imputed into AIMS.

30.4 All potential clients for senior services will be directed to PGCSC's Central Intake Department for initial screening and appropriate referral. Senior Services include, but are limited to: Legal, Home Delivered Meals, Respite, Home Care, Family Caregiver Program, and Case Management.

30.5 Contractors of Congregate Meals shall support the goal of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Participant Registration Form and the Nutritional Screening Tool for input into the AIMS system.

30.6 No later than the 30th day following the termination of this contract, Contractor shall submit to PGCSC a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of PGCSC, in forfeiture of final payment.

30.7 All reports shall reference the contract number, Contractor name and contact person, and be submitted to the person designated by PGCSC.

31 **Substantial Interest Disclosure.**

31.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in contractor's organization or with which contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to PGCSC.

31.2 Leases or rental agreements or purchase of real property which would be covered by Paragraph 29.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

31.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

32 **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish PGCSC with any further documents and information deemed necessary by PGCSC. Upon receipt of a request for information from PGCSC, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

33 **Technical Assistance.** PGCSC may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

34 **Termination for Any Reason.**

34.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by PGCSC, shall assist PGCSC in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the contractor. The contractor must make provisions for continuing all management/administrative services until the transition of service or eligible persons is complete and all other requirements of this contract are satisfied.

34.2 In the event of termination or suspension of the contract by PGCSC, such termination or suspension shall not affect the obligation of the Contractor to indemnify PGCSC for any claim by any other party against PGCSC arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification in excluded by A.R.S. §41-162 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

34.3 In the event of early termination, any funds advanced to the contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

35 **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs

which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with PGCSC funds.

In addition, the Contractor shall comply with the following publications, as applicable:

35.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

35.2 OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.

35.3 OMB Circular A-21 for educational intuitions.

35.6 OMB Circular A-133 for audits of institutions of fighter education and other non-profit institutions.

36 **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services, books and records pertaining to the contract shall be available for visitation, inspection and copying by PGCSC and any other appropriate agent of the State or Federal Government. At the discretion of PGCSC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If PGCSC deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.

37 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, all services under this contract 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.

38 **Certification Regarding Lobbying.** The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20.

39 **Federal Immigration and Nationality Act.**

39.1 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.

39.2 The PGCSC may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should PGCSC suspect or find that the Contractor or any of its subcontractors are not in compliance, PGCSC my 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.

40. **Inclusive Contractor.** Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

41. **Pandemic Contractual Performance.** PGCSC shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. PGCSC may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

41.1 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, PGCSC shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. PGCSC shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the AZ Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, PGCSC, at its sole discretion may reinstate the temporarily voided contract(s).

42. **Rate Increase.** The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. PGCSC will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of PGCSC. The rate increase adjustment, if approved, will be effective and executed via a contract amendment. Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

43. **Responsibility for Payments Indemnification.** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save PGCSC harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations and the nature hereinabove designated have been paid, discharged or waived.

44. **Transfer of Knowledge.** The Contractor shall, whenever feasible, share strategies and techniques with PGCSC staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

45. **Transition of Activities.** In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract, shall work closely with the new contractor's personnel and/or PGCSC staff to ensure a smooth and complete transfer of duties and responsibilities. PGCSC's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or PGCSC staff to implement the transfer of duties. PGCSC reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

46. **Warranty of Service.** The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. PGCSC's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the PGCSC Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

	Uniform Terms and Conditions	STATE OF ARIZONA

1 **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 "*Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 *"Contractor"* means any person who has a Contract with the State.

1.5 *"Days"* means calendar days unless otherwise specified.

1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 *"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.

1.8 "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 *"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.

1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

Contract Interpretation

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative

Code (A.A.C.) Title 2, Chapter 7.

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 Documents referenced or included in the Solicitation.

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 Parole 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 and no other understanding either oral or in writing shall be binding.

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.

3 Contract administration and operation.

3.1 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" 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.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3 Audit. Pursuant to ARS § 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.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or 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 of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. 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.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

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 invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall

include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold 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.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. 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 State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;
4.5.2 Cancel the Contract
4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 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.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed

responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment 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 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 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only. 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. 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 Contract performance or use by the State of materials furnished 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. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 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; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; 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 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 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 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 fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain 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 trade under 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 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 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.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 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.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior

to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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 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 the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, 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.

9 Contract Termination

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 or securing the Contract, an amendment to the Contract, or 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

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 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. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. 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.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **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 (Title 41).

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Standard with Auto

1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

1.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.2 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

1.3 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

2.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

2.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). As outlined in A-133 the audit Reporting Package should include :

1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's Reports (detailed in the A-133)
4. Corrective Action Plan.

2.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

2.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

2.4 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

2.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations and standards.

3.0 **Availability of Funds.**

3.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

4.0 **Background Checks for Employment through the Central Registry:** If providing direct services to children or vulnerable adults, the following shall apply:

4.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

4.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

4.3. Within thirty (30) days of contract award, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

4.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

4.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

5.0 Certification of Cost or Pricing Data.

5.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

6.0 Certification Regarding Lobbying.

6.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (See Attachments)

7.0 Competitive Bidding.

7.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

8.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

8.1. In accordance with A.R.S. §36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

8.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

8.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620.

8.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress

regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

8.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 relating to new hire reporting, A.R.S. § 23-722.02 relating to wage assignment orders to provide child support, and A.R.S. § 25-535 relating to administrative or court-ordered health insurance coverage for children.

9.0 Confidentiality.

9.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

10.0 Contract Term and Option to Extend.

10.1 The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

10.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the State.

10.3 The State shall have the unilateral right to extend the contract period for two (2) additional one-year periods or portions thereof for a total contract term not to exceed three (3) years. The terms and conditions of any such contract extension shall remain the same as the original contract.

10.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

10.5 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

11.0 Cooperation.

11.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

12.0 Equipment.

12.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

12.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

12.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

12.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

12.5 Under a fixed price contract, Section 12.1 through 12.4 do not apply unless specifically required by federal or state law.

13.0 Evaluation.

13.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

14.0 E-Verify.

14.1 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.")

14.2 A breach of a warrant 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.

14.3 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.

14.4 The Department 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 14.1.

15.0 Fair Hearings and Service Recipients' Grievances.

15.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

15.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

16.0 Federal Immigration and Nationality Act.

16.1 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.

16.2 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.

17.0 Fees and Program Income.

17.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

Pinal Gila Council for Senior Citizens
BUSINESS ASSOCIATE Agreement
Protected Health Information

This **Agreement** is entered into on this ___1st___ day of _July, 2009___, between Pinal Gila Council for Senior Citizens (COVERED ENTITY) and _Gila County Division of Health and Community Services____ (BUSINESS ASSOCIATE).

WITNESSETH:

WHEREAS, COVERED ENTITY will make available and/or transfer to BUSINESS ASSOCIATE certain Information, in conjunction with goods or services that are being provided by BUSINESS ASSOCIATE to COVERED ENTITY, that is confidential and must be afforded special treatment and protection.

WHEREAS, BUSINESS ASSOCIATE will have access to and/or receive from COVERED ENTITY certain information that can be used or disclosed only in accordance with this Agreement and the Health and Human Services (HHS) Privacy Regulations.

NOW, THEREFORE, COVERED ENTITY and BUSINESS ASSOCIATE agree as follows:

1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

   a **Contract** shall refer to this document.
   b **BUSINESS ASSOCIATE** shall mean _Gila County Division of Health and Community Services___.
   c **COVERED ENTITY** shall mean Pinal Gila Council for Senior Citizens.
   d **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164.
   e **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" as defined by 45 C.F.R. 164,501.
   f **Information** shall mean any "health information" provided and/or made available by COVERED ENTITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.102.
   g **Parties** shall mean BUSINESS ASSOCIATE and COVERED ENTITY.
   h **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been assigned.

2. **Term.** The term of this Contract shall commence as of __July 1, 2009_____, and shall expire when all of the Information by COVERED ENTITY to BUSINESS ASSOCIATE is destroyed or returned to COVERED ENTITY pursuant to clause 6.i.

3. **Limits On Use And Disclosure Established By Terms Of Contract.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by COVERED ENTITY for any purpose other than as expressly permitted or required by this Contract (ref 164.504(e)(2)(i)).

4. **Stated Purposes For Which BUSINESS ASSOCIATE May Use Or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from COVERED ENTITY for the following stated purposes:

   For the provision of services as described under the Older Americans Act and Aging and Adult Administration.

5. **Additional Purposes For Which BUSINESS ASSOCIATE May Use Or Disclose Information.** In addition to the Stated Purposes for which BUSINESS ASSOCIATE may use or disclose Information described in clause 4, BUSINESS ASSOCIATE may use or disclose Information provided or made available from COVERED ENTITY for the following purpose(s):

   a **Use of Information For Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE (ref. 164.504(e)(4)(i)(A-B)).

   b **Disclosure of Information For Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from COVERED ENTITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:

      1) The disclosure is required by law; or

      2) The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the Information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the Information has been breached (ref. 164.504(e)(4)(ii)).

   c **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is

defined by 45 C.F.R. 164.501, relating to the health cared operations of COVERED ENTITY (ref. 164.504(e)(2)(i)(B)).

6. **BUSINESS ASSOCIATE Obligations:**

a **Limits On Use And Further Disclosure Established By Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law (ref. 45 164.504(e)(2)(ii)(A)).

b **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement (ref. 164.504(e)(2)(ii)(B)).

c **Reports of Improper Use Or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to COVERED ENTITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement (ref. 164.504(e)(2)(ii)(C)).

d **Subcontractors And Agents.** BUSINESS ASSOCIATE hereby agrees that anytime Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Information as contained in the Agreement (ref. 164.504(e)(2)(ii)(D)).

e **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of 45 C.F.R. 164.524, including substation of the words "Covered Entity" with BUSINESS ASSOCIATE where appropriate (ref. 164.504(e)(2)(ii)(E)).

f **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.526, including substitution of the words "Covered Entity" with BUSINESS ASSOCIATE where appropriate (ref. 164.504(e)(2)(ii)(F)).

g **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "Covered Entity" with BUSINESS ASSOCIATE where appropriate (ref. 164.504(e)(2)(ii)(G)).

h **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE

on behalf of the COVERED ENTITY, available to the Secretary or the Secretary's designee for the purposes of determining compliance with the HHS Privacy Regulations (ref. 164.504(e)(2)(ii)(H)).

i **Return or Destruction of Information.** At termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to return or destroy all Information received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. BUSINESS ASSOCIATE agrees not to retain any copies of the Information after termination of this Agreement. If return or destruction of the Information is not feasible, BUSINESS ASSOCIATE agrees to extend the protections of the Agreement for as long as necessary to protect the Information and to limit any further use or disclosure. If BUSINESS ASSOCIATE elects to destroy the Information, it shall certify to COVERED ENTITY that the Information has been destroyed (ref. 164.504(e)(2)(ii)(I)).

j **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use of disclosure of Information in a manner contrary to the Agreement or the HHS Privacy Regulations (ref. 164.530(f)).

k **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the HHS Privacy Regulations (ref. 164.530(e)(1)).

7. **Property Rights.** The Information shall be and remain the property of the COVERED ENTITY, BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified information, as a result of Agreement.

8. **Termination of Agreement.** BUSINESS ASSOCIATE agrees that COVERED ENTITY has the right to immediately terminate this Agreement and seek relief under the Disputes Article if COVERED ENTITY determines that BUSINESS ASSOCIATE has violated a material term of this Agreement (ref. 164.506(e)(2)(iii)).

9. **Grounds For Breach.** Any non-compliance by BUSINESS ASSOCIATE with this Agreement or the HHS Privacy Regulations will automatically be considered to be a Grounds For Breach, if the BUSINESS ASSOCIATE knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

10. **Choice of Law.** This Agreement shall be governed by the law of the State of Arizona. The Parties also agree that for purposes of privacy rights, the HHS Privacy Regulations shall supersede all applicable state laws.

11. **Binding Nature and Assignment.** This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

12. **Notices.** Whenever under this Agreement one Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States mail, postage prepaid, and addressed as follows:

COVERED ENTITY:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

BUSINESS ASSOCIATE:

Either Party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

13. **Good Faith.** The Parties agree to exercise good faith in the performance of the Agreement

14. **Attorney's Fees.** Except as otherwise specified in the Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall bear their own legal expenses and any other cost incurred in that action or proceeding.

15. **Entire Agreement.** This Agreement consists of this document, and constitutes the entire agreement between the Parties. There are no understandings or agreements relating to this Agreement which are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, BUSINESS ASSOCIATE and COVERED ENTITY have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date set forth above.

BUSINESS ASSOCIATE
By: Shirley L. Dawson
Print Name: Shirley L. Dawson
Title: Chairman, Gila County Board of Supervisors

COVERED ENTITY
By: Olivia B. Guerrero
Print Name: Olivia B. Guerrero, M.S.
Title: President/CEO

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy Gila County Attorney

7 14 09
Date

ARF-471 **Consent Agenda Item Item #: 4- B**

Regular BOS Meeting

Date: 04/19/2011

Submitted For: Sadie Dalton, Recorder

Submitted By: Sadie Dalton, Recorder's Office

Department: Recorder's Office

Presenter's Name:

Information

Request/Subject

Agreement for Election Services with Cobre Valley Sanitation District

Background Information

The Gila County Recorder's Office performs election services for various governmental agencies and special districts.

Historically, the Recorder's Office creates the documents required to be signed by the Chairman of the Board of Supervisors and the participating entities for each election whereby the assistance of the Gila County Recorder's Office is requested.

Each Agreement for Election Services presented to the Board of Supervisors for approval is first reviewed and approved by the Chief Deputy County Attorney.

Evaluation

The County Attorney's Office has reviewed and approved the Agreement for Election Services to provide election services to the Cobre Valley Sanitation District for its May 17, 2011, Special Election to be conducted as an all mail ballot election, and the next step in this process would be to present the Agreement for the Board of Supervisors' approval.

Conclusion

The Gila County Recorder's Office has been requested to conduct the Cobre Valley Sanitation District "Vote by Mail" Special Election which will be held on May 17, 2011.

Recommendation

The Recorder's Office recommends that the Board of Supervisors approve this Agreement.

Suggested Motion

Approval of an Agreement for Election Services between Gila County and the Cobre Valley Sanitation District (District) whereby the Gila County Recorder's Office will provide the District with "Vote by Mail" Special Election services on May 17, 2011.

Attachments

Link: Election Services Agreement with Cobre Valley Sanitation District

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AGREEMENT FOR ELECTION SERVICES BETWEEN GILA COUNTY AND THE COBRE VALLEY SANITATION DISTRICT

For the purposes of providing election services, for the elections as specified below, the following agreement is between Gila County (hereinafter "County") and the Cobre Valley Sanitation District (hereinafter "District"). The Elections are not to be held in consolidation with any other County election.

Arizona law permits any jurisdiction/district conducting an election to contract with the County for election services, pursuant to A.R.S. § 11-951, 11-952 and 16-205.

DATE OF ELECTION	May 17, 2011
TYPE OF ELECTION	Special Election To be conducted as an all Mail Ballot Election
DISTRICT CONTACT	Mary Anne Moreno, Chairman 928-425-7242 (telephone) mamoreno@cableone.net PO Box 489 Claypool, AZ 85532
COUNTY CONTACT	Sadie Tomerlin Dalton, Recorder 928-402-8735 (telephone) 928-425-9279 (fax) stomerlin@co.gila.az.us 1400 East Ash Street Globe, Arizona 85501

This agreement confirms that the District has requested the County Recorder to provide certain Election Services for the above referenced elections on behalf of the District. The County will provide each of the services (as shown in Fee Schedule A) that are requested by the District; a service shall be deemed requested by the District if the Chairman has initialed next to a specific service on Fee Schedule A. The District agrees to pay for the costs of the Election Services provided by the County as specified in Fee Schedule A; and in the statement of Understanding for Election Services Schedule B, attached hereto.

By accepting this agreement, the District agrees to indemnify and hold harmless the County for any claims resulting from the County participating in the above referenced election, provided, however this indemnification and hold harmless shall not extend to claims arising from the negligence of the County.

The signing of this document signifies acceptance to the terms specified in this agreement, including the attached Fee Schedule A and Statement of Understanding Schedule B.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____day of _____, _____.

Mike Pastor, Chairman Gila County Board of Supervisors	Date
Sadie Tomerlin Dalton, Gila County Recorder	3/3/2011 Date
Mary Anne Moreno, Chairman Cobre Valley Sanitation District	03/07/2011 Date

Approved as to form:

Bryan Chambers, Gila County Chief Deputy Attorney	Date
District Attorney	3/7/2011 Date

FEE SCHEDULE A

Gila County Voter Registration/Early Voting Charges:

Early Ballot processing	$2.50 per voter	
Early Ballot/Petition Signature Verification	$0.50 per name	
(A.R.S. § 19-121.05)		
Provisional Ballots	$3.00 each	
Early Voting List	$10.00 per report	
LIST:		
• Printed	$0.05 per name	
• Electronic	$0.10 per name	
• Diskette	$1.00 per disk	
• CD	$3.00 per CD	
• Labels	$0.10 per label	
Register/Rosters	$0.05 per name	
Roster Paper	$0.20 per page	
Registers (3)/Rosters Covers (1)	$6.00 per set	
Labor	$10.00 per hour	
Labor overtime	$15.00 after pm	
Special Reports/Special Request/Computer Programming	Actual Cost	
Postage	Actual Cost	
Postcards/Letters	Actual Cost	

SCHEDULE B

STATEMENT OF UNDERSTANDING FOR ELECTION SERVICES

The purpose of this statement of Understanding is to insure that each party understands and agrees with the delegation of duties in preparation and conduct of the election.

The District shall:

1) Conduct all tasks associated with the election, except those specifically listed below which shall be the responsibility of the County.

The County shall:

1) Provide the District with the Registered Voter List

2) Provide the District with a Voter Signature Roster

3) Provide the District with a Precinct Register

4) Verify the voter signature on each and every mail ballot and provide ballot verification reports for all mail ballots verified.

ARF-479 **Consent Agenda Item Item #: 4- C**

Regular BOS Meeting

Date: 04/19/2011

Submitted For: Sadie Dalton, Recorder

Submitted By: Sadie Dalton, Recorder's Office

Department: Recorder's Office

Presenter's Name:

Information

Request/Subject

Agreement for Election Services with Pinal Sanitation District.

Background Information

The Gila County Recorder's Office performs election services for various governmental agencies and special districts.

Historically, the Recorder's Office creates the documents required to be signed by the Chairman of the Board of Supervisors and the participating entities for each election whereby the assistance of the Gila County Recorder's Office is requested.

Each agreement for Election Services presented to the Board of Supervisors for approval is first reviewed by the Chief Deputy County Attorney.

Evaluation

The County Attorney's Office has reviewed and approved the Agreement for Election Services to provide election services to the Pinal Sanitation District for its May 17, 2011, Special Election to be conducted as an all mail ballot election, and the next step in this process would be to present the Agreement for the Board of Supervisors' approval.

Conclusion

The Gila County Recorder's Office has been requested to conduct the Pinal Sanitation District "Vote by Mail" Special Election which will be held on May 17, 2011.

Recommendation

The Recorder's Office recommends that the Board of Supervisors approve this Agreement.

Suggested Motion

Approval of an Agreement for Election Services between Gila County and the Pinal Sanitation District (District) whereby the Gila County Recorder's Office will provide the District with "Vote by Mail" Special Election services on May 17, 2011.

Attachments

Link: Election Services Agreement with Pinal Sanitation District

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AGREEMENT FOR ELECTION SERVICES BETWEEN GILA COUNTY AND THE PINAL SANITATION DISTRICT

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Arizona law permits any jurisdiction/district conducting an election to contract with the County for election services, pursuant to A.R.S. § 11-951, 11-952 and 16-205.

DATE OF ELECTION	May 17, 2011
TYPE OF ELECTION	Special Election To be conducted as an all Mail Ballot Election
DISTRICT CONTACT	Robert Zache, Vice Chairman 928-425-2515 (telephone) vzache@cableone.net PO Box 910 Miami, AZ 85539
COUNTY CONTACT	Sadie Tomerlin Dalton, Recorder 928-402-8735 (telephone) 928-425-9279 (fax) stomerlin@co.gila.az.us 1400 East Ash Street Globe, Arizona 85501

This agreement confirms that the District has requested the County Recorder to provide certain Election Services for the above referenced elections on behalf of the District. The County will provide each of the services (as shown in Fee Schedule A) that are requested by the District; a service shall be deemed requested by the District if the Chairman has initialed next to a specific service on Fee Schedule A. The District agrees to pay for the costs of the Election Services provided by the County as specified in Fee Schedule A; and in the statement of Understanding for Election Services Schedule B, attached hereto.

By accepting this agreement, the District agrees to indemnify and hold harmless the County for any claims resulting from the County participating in the above referenced election, provided, however this indemnification and hold harmless shall not extend to claims arising from the negligence of the County.

The signing of this document signifies acceptance to the terms specified in this agreement, including the attached Fee Schedule A and Statement of Understanding Schedule B.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____day of _____, _____.

_____ _____

Mike Pastor, Chairman
Gila County Board of Supervisors

Date

Sadie Tomerlin Dalton 3/3/2011

Sadie Tomerlin Dalton, Gila County Recorder

Date

Robert G. Zache 3-7-11

Robert Zache, [redacted] Chairman
Pinal Sanitation District

Date

Approved as to form:

_____ _____

Bryan Chambers, Gila County Chief Deputy Attorney

Date

William F. [illegible] 3/7/2011

District Attorney

Date

FEE SCHEDULE A

Gila County Voter Registration/Early Voting Charges:

Early Ballot processing	$2.50 per voter	
Early Ballot/Petition Signature Verification	$0.50 per name	
(A.R.S. § 19-121.05)		
Provisional Ballots	$3.00 each	
Early Voting List	$10.00 per report	
LIST:		
• Printed	$0.05 per name	
• Electronic	$0.10 per name	
• Diskette	$1.00 per disk	
• CD	$3.00 per CD	
• Labels	$0.10 per label	
Register/Rosters	$0.05 per name	
Roster Paper	$0.20 per page	
Registers (3)/Rosters Covers (1)	$6.00 per set	
Labor	$10.00 per hour	
Labor overtime	$15.00 after pm	
Special Reports/Special Request/Computer Programming	Actual Cost	
Postage	Actual Cost	
Postcards/Letters	Actual Cost	

SCHEDULE B

STATEMENT OF UNDERSTANDING FOR ELECTION SERVICES

The purpose of this statement of Understanding is to insure that each party understands and agrees with the delegation of duties in preparation and conduct of the election.

The District shall:

1) Conduct all tasks associated with the election, except those specifically listed below which shall be the responsibility of the County.

The County shall:

1) Provide the District with the Registered Voter List

2) Provide the District with a Voter Signature Roster

3) Provide the District with a Precinct Register

4) Verify the voter signature on each and every mail ballot and provide ballot verification reports for all mail ballots verified.

ARF-497 **Consent Agenda Item Item #: 4- D**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	David Caddell, GEST Program Manager	Submitted By:	David Caddell, Community Services Division
Department:	Community Services Division	Division:	GEST Program
Fiscal Year:	2010-2011	Budgeted?:	Yes
Contract Dates Begin & End:	Begins when state signs		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:	DAvid B. Caddell		

Information

Request/Subject

Bid Solicitation No. ADES11-0000414 for Supported Employment-Extended with Arizona Department of Economic Security.

Background Information

The Bid Solicitation No. ADES11-00000414 will replace the County's current Contract No. E5345511 for the following service--Extended Supported Employment. The term of the resultant contract shall commence upon award by the State and shall remain in effect for one (1) year or otherwise specified date, unless terminated, canceled, or extended as otherwise provided herein. The services are based on a hourly and group day rate and GEST (Gila Employment and Special Training) applied for a fee of $45.00 per hour and ***$35.00*** per day rate.

The State shall have the unilateral right to extend the contract period for four (4) additional one-year periods or portions thereof for a total contract term not to exceed five (5) years. The terms and conditions of any such contract shall remain the same as the original contract.

Best and Final Offer has been submitted to DES/RSA with changes to the Day Rate, from $100 to $35, Attachment 01 Service Implementation Questionnaire, and Attachment 02 Brief Summary. All changes are in italics.

Evaluation

This contract allows the Gila County GEST Program to provide Extended Supported Employment services to those clients whose Department of Economic Security (DES), Rehabilitation Services Administration (RSA) authorization indicated a specific need for this service.

Conclusion

This contract allows the GEST Program to provide Extended Supported Employment to those clients whose DES/RSA authorization indicated a specific need for this service after the County's current Contract No. E534511 expires on April 30, 2011.

Recommendation

The GEST Program Manager recommends Board approval to the changes associated with Solicitation No. ADES11-00000414, which will enable GEST to provide Extended Supported Employment services to Vocational Rehabilitation clients.

Suggested Motion

Approval of changes to Best and Final Offer Bid Solicitation No. ADES11-00000414 between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, dba Gila Employment and Special Training (GEST), to provide extended supported employment services to vocational rehabilitation clients.

Attachments

Link: BAFO Attachment 00

Link: BAFO Attachment 01

Link: BAFO Attachment 02

Link: BAFO Attchment 03a

Link: BAFO Attachment 03b

Link: BAFO Attachment 04 Comm Worker Senior

Link: BAFO Attachment 04 Comm Worker

Link: BAFO Attachment 04 Program Manager

Link: BAFO Attachment 05 Globe

Link: BAFO Attachment 05 Payson
Link: BAFO Attchment 06
Link: BAFO Attachment 07
Link: BAFO Attachment 08
Link: BAFO Attachment 09
Link: BAFO Attachment 10
Link: BAFO Attachment 11
Link: BAFO Attachment 13
Link: BAFO Attachment 14
Link: RSA Insurance Requirement Letter
Link: Self Insurance Letter
Link: Special Instructions To Offerors

Discussion and Negotiations

BAFO Attachment 00 Acknowledging of Funding

Submit the following statement as a separate document. Name the document in ProcureAZ: **BAFO Attachment 00 Acknowledging of Funding.**

Do you understand that the funding is for STATE only and not LOCAL SSBG?

✓ YES

_____ NO

Supported Employment - Extended
Gila County
Bid Solicitation: ADES11-00000414

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

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

The GEST Program:

MISSION STATEMENT:

IMPROVING THE QUALITY OF LIFE FOR ALL RESIDENTS THROUGH SELF SUFFICIENCY

VISION:

A WORLD WITHOUT BOUNDARIES

VALUES:

PROVIDE SERVICES WITH RESPECT, DIGNITY, AND COMPASSION TO A DIVERSE POPULATION THAT ENHANCES THEIR SELF ESTEEM AND COMMUNITY INVOLVEMENT.

Responses to Service Implementation Questionnaire:

1. **Describe how linguistically and culturally appropriate services and materials will be provided to meet the needs of population to be served.**

Gila County Community Services Division, GEST Program provides services to a vast culturally diverse population with equally diverse disabilities. All individuals have equal access to the variety of services regardless of disability, language, culture and demographic or geographic location. GEST accommodates for the non-English and monolingual population and provides interpreters for the hearing impaired. GEST provides "family focused" service with consideration to cultural diversity and beliefs. GEST has two wheelchair Maxivans available to assist with transportation while providing services to those that require that accommodation. Both GEST Program locations are ADA compliant for accessibility. *The GEST program has worked with individuals with a wide variety of disabilities, including, mild retardation, TBI, Deaf/Hard of hearing, Autism, Diabetic related illness, physical disability, developmental disability, down syndrome, behavioral disability, explosive/aggressive behavior, mental health disorders such as bipolar disorder, schizophrenia, and OCD.*

The GEST department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. GEST recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their disability. Bilingual staff is available to assist the non-English and monolingual population. GEST clients are comprised of clients who are referred by "client choice",

through a contract with ADES/Vocational Rehabilitation Services, and clients who are referred through a contract with the ADES/Division of Developmental Disabilities

GEST offices are located in Globe and Payson to provide services to all individuals with disabilities, throughout Gila County including the San Carlos Indian Reservation. GEST staff is fully trained in all aspects of service delivery, they have an excellent understanding of the special needs of persons with disabilities and other barriers, and an understanding of client rights, principals of normalization and they have the ability to relate well to all persons with disabilities. GEST staff is certified in CPR, First Aid, and Crisis Intervention, and they all posses Fingerprint Clearance as required. GEST staff: GEST Program Manager, two Job Coach, a Mobile Crew Coordinator in the Globe area, and one Job Coach in the Payson area.

Divisional staff is available if the need is evident to provide translation in Spanish, Apache, Navajo and sign language. *For other languages, interpretive services will be provided as needed by contracting with a legal interpreter through an outside agency.* If a client referral indicates a need for this type of accommodation, GEST will make those arrangements at no cost to the consumer.

Staff participates in sensibility training, Article 9 training, disability awareness and client's rights training. If an employer is needing this type of training, or interpretive services, referral to service providers will be provided to the employer.

Within our divisional complex, a one-stop resource center is available. This center has two computers with ADA accessible programming installed (Soothsayer, Dragon Natural Speaking, Texthelp, Zoomtext, and JAWS) along with a power adjustable table and ergonomically adjustable chairs. One computer has a 20 inch screen and the other has a 24 inch screen. Multiple keyboards (ergonomic, touchpad mouse, keyguard, Viskey keyboard) are available along with a trackball mouse. A CCTV is available along with a hearing aid device for individuals who are hard of hearing or can be attached to a hearing aid. All computers are capable of Microsoft accessibility programs and alternative language formats.

All materials available to consumers will be provided in alternative formats upon request.

2. Describe the needs of individuals with the most significant disabilities and how your agency plans to address the individuals' needs in relation to the provision of Extended Supported Employment.

The GEST program accepts all referrals for service from Vocational Rehabilitation; regardless of the disability and will continue to meet the requirements in Section 3.3.1 of the Scope of Work.

When GEST receives a referral for services along with relevant client data and valid authorization for the service provision, a meeting will be scheduled with the Vocational

Rehabilitation Counselor (VRC) and the client within ten business days. GEST will review all pertinent data that has been provided specific to the clients' needs and goals to prepare for the scheduled pre-consultation meeting.

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

GEST staff will schedule and provide the services in accordance with Extended Supported Employment Scope of Work. GEST will provide a staff member and use tools, techniques and materials that are appropriate to the client. The staff will provide Job Coaching and support services to clients who are engaged in competitive and integrated employment. Job Coaching services will include, but not limited to: advocacy, task analysis, teaching appropriate work behaviors and interpersonal skills. The staff will develop necessary job accommodations, structured intervention techniques to help the client learn to perform job tasks to the employer's specification, skills necessary to be accepted and successful on the job, and maintain employment. The staff will provide support services deemed necessary by the staff, client and Vocational Rehabilitation Counselor.

For those clients with significant disabilities, we work one on one at the job site to teach job duties/responsibilities and skills to meet their employer's expectations, thus improving self-sufficiency outcomes. Staff will build natural supports in the employment environment and teach how to handle employment issues and situations that arise. The most significant disabilities that we have encountered include TBI, paralysis, mental retardation, mental health issues and behavioral health issues. Due to these disabilities, we have, at times, had "carve" a job for the employee at various employment locations.

GEST staff meets with the employer to discuss job duties/tasks, develop a schedule and discuss job duty procedures to meet the employer's expectations. Objectives and strategies that coincide with the required job procedures are developed. Tools such as visual aids, modeling, verbal cues, and any individualized method would be developed to assist the client in achieving their employment goal.

3. Explain how services will be delivered to assist individuals in meeting their service objectives as stated in their Client Service Plans. Include in the response the techniques, tools, and resources that will be used.

The GEST program staff will follow the Client Service Plan that was written and approved at the service planning meeting. The staff will work closely with the employer and client to ensure the client is trained in their job tasks to meet the employer's

satisfaction, to address any issues or problems that present themselves and to ensure success of the client by providing advocacy and other monitoring services as needed. If any accommodations are needed, GEST staff will discuss with the employer, client and VRC how the accommodations can be acquired. The staff will continue to monitor the progress of the client's work performance to ensure that they are meeting the employer's expectations and performance level. GEST uses a variety of techniques, tools and resources while providing services to clients. We have a One Stop Resource Center in our facility, an Arizona ADA Handbook, that describes all of the ADA requirements for Arizona, computers, and assistance with developing natural supports for the client, just to name a few. Since our program has been established in 1975, we have built a solid relationship with area businesses and continue a level of excellence by matching the client and employers together where both achieve a successful outcome.

GEST staff will arrange service delivery based on the client's work schedule. A minimum of 2-3 times per week is spent providing direct in-person employment services to the client at the worksite. We follow the written objectives/strategies to ensure the service objectives in their Client Service Plans are achieved. Daily documentation of their progress toward service plan goals is documented and included in their monthly progress reports to their Vocational Rehabilitation Counselor.

4. Explain how your agency will achieve the following Performance Standard: 90% of the RSA clients who receive services shall be meeting the goals stated in their Client Service Plans.

Overall program performance and the successful completion rate will be met by a regular monitoring and review of the clients' participation and consistent completion of Client Service Plan objectives. *This monitoring will occur during the scheduled direct in-person employment services at the client's worksite 2-3 times per week.* An evaluation of the client's progress and service provided will ensure that the completion rate will be met, and through the review of monthly progress reports completed by GEST staff and monthly *(scheduled 12 times per year)* meetings with the staff and VRC, the GEST Program Manager will be able to determine the level of achievement attained by the client and the overall success of services provided. Utilizing pre and post assessment of the client's progress will assist in monitoring and determining client and program success. *Pre-assessment establishes a baseline of the client's needs to achieve their goal and the progress necessary to reach it. It also establishes their level of understanding on completing the required job expectations and defines the frequency and duration of the objectives. Post-assessment reviews the progress that is achieved, establishes any additional needs that may arise, and determines any new direction that objectives should go in to ensure that the 90% achievement is obtained.*

Through the above mentioned process, the Program Manager will also be able to measure the level of rehabilitation of the client to ensure that 90% achievement is obtained. It is not anticipated that the GEST Program will not achieve the performance standard mentioned above however, i*f GEST falls below the required percentage, GEST will work*

closely with the local Vocational Rehabilitation Counselors by regular communication and collaboration until the percentage of acceptance is in compliance with Section 7.1 of the Scope of Work.

5. **Describe how the effectiveness of your program will be determined through the Quality Control mechanisms that your agency will apply to measure and monitor if each individual's Client Service Plan objectives have been achieved.**

The GEST program is well recognized and respected in Gila County as the premier service provider, which opens many doors in our community. The program has also enjoyed a high success rate in providing services which assist our clients in achieving their individual employment and educational goals. *We have been able to achieve this by building partnerships and symbiotic relationships with local businesses, schools, and community resources. Due to the longevity of staff at the GEST program, we are seen as a stable, reliable service provider in our community. Employers feel very comfortable discussing and working with us on issues that will allow the client to achieve the client's goals as well as the employer's expectations.*

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

Through the above mentioned process, the Program Manager will also be able to measure and monitor each client services to ensure that Client Service Plan objectives are achieved.

Attachment 02

GILA EMPLOYMENT & SPECIAL TRAINING (GEST)
OFFER BRIEF SUMMARY
EXPERIENCE AND EXPERTISE:

Gila Employment and Special Training (GEST) is a program under the Community Services, Community Services Division. The organizational structure of the agency is delineated on the organizational chart included with this proposal. The Office of Community provides services throughout Gila County.

GEST has been providing services to Gila County disabled population for over thirty-five years, and previously operated under the name of Gila County Demonstration Project which was formed in 1975. The program was originally formed to serve six area individuals. The original contract was with ADES/Bureau of Mental Retardation. The program expanded to include a contract with ADES/Vocational Rehabilitation in 1984. The Payson area was included in 1988, as the program continued to expand to the north. GEST provides services in all of Gila County including the San Carlos Indian Reservation.

The GEST program has worked with individuals with a wide variety of disabilities, including, mild retardation, TBI, Deaf/Hard of hearing, Autism, Diabetic related illness, physical disability, developmental disability, down syndrome, behavioral disability, explosive/aggressive behavior, mental health disorders such as bipolar disorder, schizophrenia, and OCD.

The GEST Program is currently under contract to provide Extended Supported Employment and has been providing these services for 10 plus years and continues to maintain a high success rate in assisting client in reaching their employment goals.

GEST has established strong interagency linkages and provides a large variety of direct and community services. Services are directed primarily toward improving the quality of life for low income persons in Gila County and in improving services delivery through interagency coordination and cooperation.

Community Service Division staff members are very active in community and statewide organizations. Staff from each program in the division participates on a continuing basis in further education classes, in an effort to stay current with any changes that would impact the various programs. It is the goal of staff to continue to expand their knowledge and skills, in an effort to provide the best service to the clients in assisting and enabling them in achieving self-sufficiency. All departments within the division coordinate to provide services to local low income families. GEST staff provides services to clients who are seeking employment or training. GEST staff also provides services to Developmentally Disable clients that will assist them in achieving self sufficiency and in developing everyday life skills.

DIRECT SERVICE STAFF:

- Program Manager, David B. Caddell:
  - David has a year and a half of experiences working with Copper Mountain Behavior Health Agency in the Globe area as a Residential Advisor. He has over 9 years of experiences as a Job Coach with the GEST Program working with a diverse group of disable clients providing a variety of services. He is currently the Program Manager and has over 6 years experience in that capacity.
  - David has a high school diploma with some college courses, has been certified as a Fire Fighter/EMT-A, attended training at Ohio State Fire Academy, Completed Management 102 Course from Pima County Community College and has completed all trainings required by our contracts with DES/VR and DES/DDD.
  - David is been certified to teach Article 9 (Clients Rights) through DES/DDD.
  - David is certified as a BLS Instructor with American Health and Safety Institute (CPR/AED, and First Aid)
  - David has attended and received certifications in Principles of Caregiving: Fundamentals, Developmental Disabilities, and Aging and Physical Disabilities through The Direct Care Train-the-Trainer Workshop.

- Job Coach, Phillis Weaver:
  - Phillis has over 18 years of combined experience working with a diverse population of people with a wide range of disabilities from mild to serve with Gila Employment and Special Training and another local provider. Phillis has a high school diploma and has attended all trainings required by our contracts with DES/VR and DES/DDD

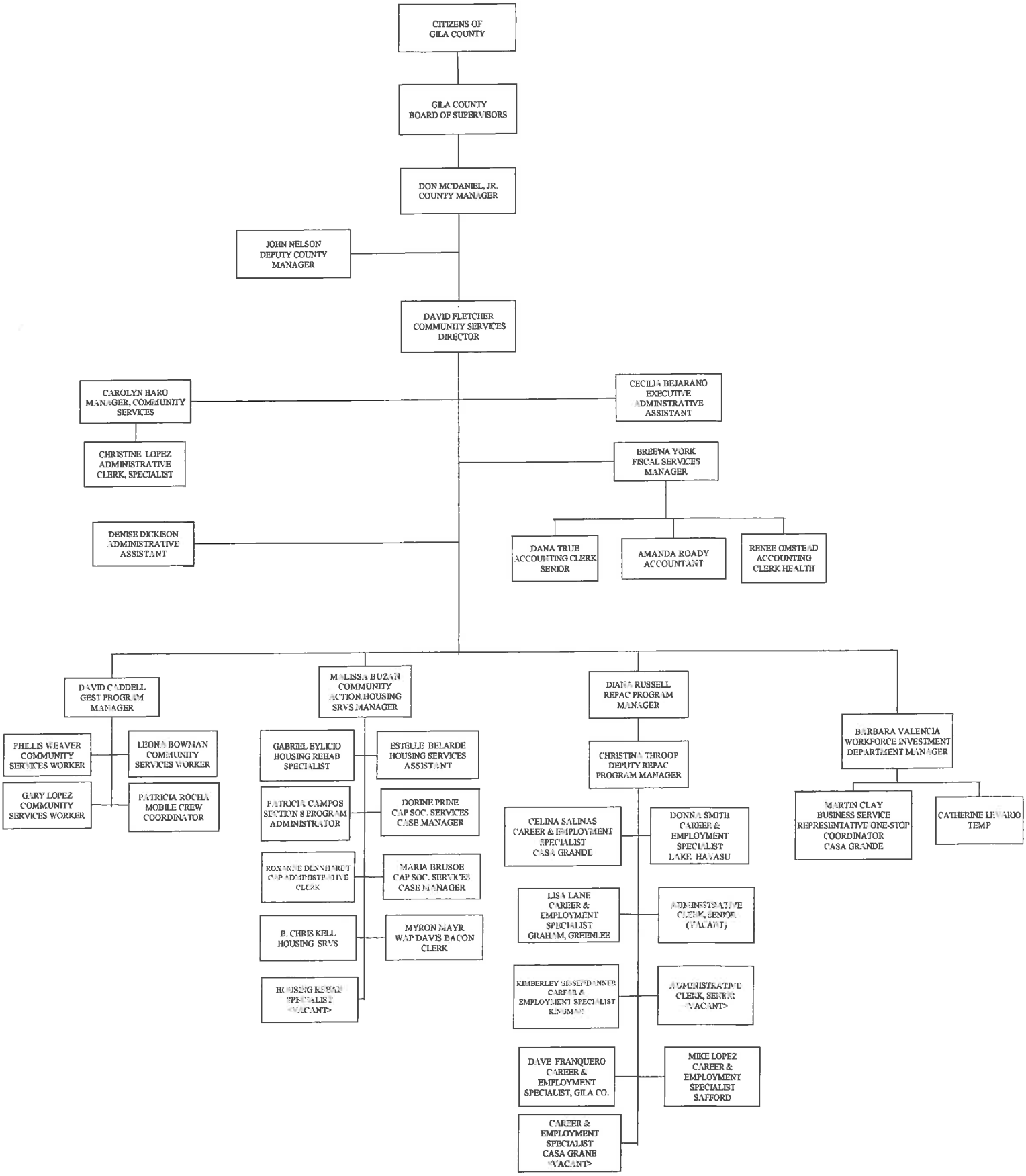
- Job Coach, Leona Bowman:
  - Leona has over 16 years of experience working with people with a diverse range of disabilities with Gila Employment and Special Training.
  - Leona has a high school diploma and has attended all trainings that are required for our contracts with DES/VR and DES/DDD.

- Mobile Crew Coordinator, Patricia Rocha:
  - Patricia has over 7 year experience working with the Gila Employment and Special Training program as the Mobile Crew Coordinator where she schedule the day and time at each of the work sites, she over see 3 crew members that have a wide range of disabilities that range from mild to serve.
  - Patricia has a GED and has attended the local community college where she received a certificate in business administration.

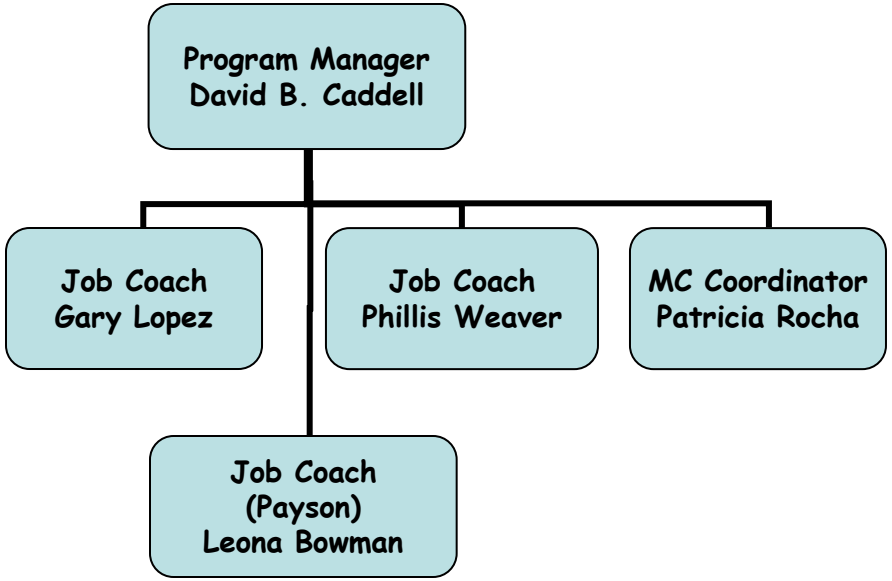
- Job Coach, Gary Lopez:
  - Gary has 2 years experience working with people with a diverse range of disabilities with Gila Employment and Special Training and another provider in the Globe/Miami area. Gary has a high school diploma and has been instrumental in finding job opportunities for GEST clients.

All GEST staff has extensive experience and expertise in providing RSA services and has attended training from various in-house and external trainings. Other appropriate and program oriented trainings are provided to staff as they become available, in a continuing effort to enhance current skills and knowledge and to gain additional skills and knowledge.

Community Services Organizational Chart
November 1, 2010



GILA EMPLOYMENT AND SPECIAL TRAINING (GEST)



J O B D E S C R I P T I O N

Job Title: Community Services Worker Senior **Job Code: 2459**

FLSA: Non-Exempt Effective Date: September 4, 2006

NATURE OF WORK:
Provides a variety of client services to assist disabled, elderly and/or low income community residents in becoming self sufficient.

DUTIES AND RESPONSIBILITIES:
- Provides client assistance to developmentally disabled individuals including habilitation, vocational rehabilitation, and attended care; provides assistance to clients regarding the development of socialization skills; develops and provides activities designed to develop client daily living skills.
- Assists low income persons including families with children, elderly, disabled, and homeless in achieving higher levels of economic and social self-sufficiency; develops and provides activities designed to develop client daily living skills.
- Teaches clients basic living skills including cooking, menu planning, nutrition, basic reading, spelling and money handling skills.
- Provides training regarding job development skills for individuals with disabilities; provides job placement services.
- Prepares resumes and assists clients with job applications; conducts mock job interviews with clients.
- Monitors progress of clients at work; provides support/counseling regarding job related and personal issues.
- May transport clients to and from work and appointments, etc.
- Prepares and maintains client documentation, records and files.
- Provides in-house and attended care services to clients as required.
- Participates in in-service training to update skills and learn techniques for dealing with various clients.

WORKING ENVIRONMENT:
The work requires mobility to work in a typical home setting, use standard cleaning supplies and equipment, bending, lifting to assist clients with attended care, etc., and to drive a motor vehicle in order to go to client residences and transport client; may need to deal with emotional clients.

DISTINGUISHING CHARACTERISTICS:
Employees at this level perform a full range of advanced client services functions, regularly demonstrate a high level of expertise and proficiency in the performance, are expected to perform most duties independently, and have the ability to exercise considerable discretion and initiative in completing assignments; may serve as resource to other staff and assist in the training of new staff.

EMPLOYMENT STANDARDS:
High School Diploma or G.E.D.; two (2) years experience providing direct client services in habitation, vocational rehabilitation and/or attended care; or equivalent combination of education, training and experience. Experience in dealing with seniors or disabled persons is desirable

A valid Arizona Driver's License; First Aid/CPR Certification.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Knowledge of: Special needs of developmentally disabled individuals and the elderly; principles and practices of vocational rehabilitation/habilitation; methods for developing job training and placement opportunities for special needs populations; methods and standards for providing attended care; techniques for dealing with a variety of individuals who may be emotionally distressed; basic arithmetic; basic safety practices related to the work; program documentation and record keeping requirements.

Ability to: Coordinate the delivery of special needs program services; provide direct services to disabled and/or developmentally disabled individuals; teach individuals socialization and basic living skills; train individuals with disabilities regarding job skills; maintain accurate client records and documentation; communicate effectively verbally and in writing; work effectively with a variety of individuals with disabilities; deal successfully with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds; maintain accurate records of work performed and use a computer; understand and follow verbal and written directions; establish and maintain effective working relationships with those contacted in the course of the work who may be emotional distress; deal successfully with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds.

Skills in: Providing habilitation and vocational rehabilitation assistance to a variety of individuals.

J O B D E S C R I P T I O N

Job Title: Community Services Worker **Job Code: 2460**

FLSA: Non-Exempt Effective Date: September 4, 2006

NATURE OF WORK:
Provides vocational rehabilitation assistance to disabled County community residents.

DUTIES AND RESPONSIBILITIES:

- Transports disabled clients to and from work sites.
- Supervises part-time crew of disabled clients.
- Assists clients with a variety of disabilities in developing work skills, attitudes and etiquette.
- Coordinates client work schedules and organizes client work routines.
- Tracks client time at individual work sites.
- Ensures client work schedules are followed.
- Prepares and submits client notes and monthly reports.

WORKING ENVIRONMENT:
Work is performed in the field transporting and monitoring clients at work sites; may be exposed to variable weather conditions; standing, walking, driving, and lifting up to 60 pounds; to drive a motor vehicle in order to go to client residences and transport client; may need to deal with emotional clients.

EMPLOYMENT STANDARDS:
High School Diploma or G.E.D. and work experience in dealing with people; or equivalent combination of education, training and experience.

A valid Arizona Driver's License; First Aid/CPR Certification.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:
Knowledge of: Special needs of developmentally disabled individuals; standards for providing assistance to the developmentally disabled; principles and practices of vocational rehabilitation; processes for developing socialization skills; methods for teaching job development skills to the disabled; client documentation and reporting requirements.

Ability to: Train individuals with disabilities regarding job placement; teach socialization skills; monitor client progress at work; coordinate client work schedules and routines; safely transport disabled individuals to and from work sites; supervise part-time disabled work crews; maintain accurate client documentation and submit related monthly reports; communicate effectively verbally and in writing; effectively assist individuals with disabilities.

Skills in: Providing vocational rehabilitation assistance to individuals with disabilities.

J O B D E S C R I P T I O N

Job Title: GEST Program Manager **Job Code: 2458**

FLSA: Exempt Effective Date: September 4, 2006

NATURE OF WORK:
Plans, coordinates and manages the Gila Employment and Special Training (GEST) program services, activities and staff employment services along with daily living skills to the community's disabled population.

DUTIES AND RESPONSIBILITIES:

- Oversees the planning, development and implementation of GEST program services designed to enhance the self sufficiency of disabled community members including development of daily living skills and employment services; evaluates program needs and recommends appropriate actions; develops and implements policies and procedures to carry out programs.
- Hires, supervises and monitors the performance of assigned personnel; coordinates employee training; ensures compliance with contractual requirements, departmental policy and procedure, and regulations governing community services activities; schedules staff to allow direct client services to be provided in accordance with client individual service plans.
- Supervises job development and placement services to assist clients in finding and securing employment in our community and in developing employment related skills, and skills in searching for job sites; supervises supported employment service which provides intensive time limited supports to a client once placed in a work site.
- Oversees and coordinates long-term on-going support for those clients who have the most severe disabilities; habilitation services provide training, supervision, therapeutic activities, and counseling when appropriate, to promote skill development in independent living, self care, communication and social relationships; coordinates with other agencies regarding goals and objectives for clients.
- Schedules and attends meetings with clients, Support Coordinators, Vocational Rehabilitation Counselors, parents, guardians and employers regarding program services.
- Prepares monthly invoices for reimbursement to State agencies and employers; ensures receipt of payment for services provided.
- Develops proposals for program funding from State and Federal sources; prepares and processes grant applications.
- Prepares agenda items for Gila County Board of Supervisors review and approval.
- Prepares and submits departmental reports as required by County, State and Federal agencies; ensures compliance with program reporting requirements.
- Selects and/or upgrades assessment materials used for client workshops.
- Ensures GEST vehicles are properly maintained in safe working condition.
- Prepares payroll documents, staff and client time sheets.
- Provides direct services to clients as necessary.
- Attends quarterly provider meetings and relevant training sessions.
- Administers program budget and monitors expenditures.

WORKING ENVIRONMENT:
Work is performed in a standard office environment and in the field when providing direct client services; work involves standing, walking, and assisting clients with cooking, cleaning and shopping; must be capable of traveling to and from various work locations on a frequent basis to attend meetings.

This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.

J O B D E S C R I P T I O N

Job Title: GEST Program Manager **Job Code: 2458**

FLSA: Exempt Effective Date: September 4, 2006

EMPLOYMENT STANDARDS:
High School Diploma or G.E.D.; three (3) years special needs program experience, including two (2) years in program design and proposal/grant development and grant management; or equivalent combination of education, training and experience.

A valid Arizona Driver's License; First Aid/CPR Certification

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:
Knowledge of: Special needs of developmentally disabled individuals; standards for providing assistance to the developmentally disabled; principles and practices of vocational rehabilitation; methods for developing job training and placement opportunities for special needs populations; processes for developing individual client service plans; grant funding sources; processes for preparing grant applications; methods for administering program budgets; business arithmetic and office administrative practices and procedures; standard office software applications; business letter writing and the standard format for typed materials, including contracts; supervisory principles, practices and methods.

Ability to: Oversee and coordinate the delivery of special needs program services; develop and monitor individual client service plans; provide direct services to developmentally disabled individuals; liaise with clients, parents, guardians and employers regarding program services; prepare monthly invoices for reimbursement; draft grant proposals; ensure compliance with program reporting requirements; administer program budgets; communicate effectively orally and in writing; supervise, lead, and delegate tasks.

Skills in: Planning and directing community service programs for individuals with disabilities; understanding and applying program standards and procedures, applicable Federal rules and regulations, and County policies and procedures; assessing and prioritizing multiple tasks, projects and demands; interacting with people of different social, economic, and ethnic backgrounds; preparing clear, comprehensive, and accurate reports; effectively communicating in written and verbal forms.

Attachment 05
Arizona Department of Economic Security
Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART

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

Indicate county (ies) in which you provide services: ☐ Statewide

☐ Apache	☐ Cochise	☐ Coconino	☒ Gila	☐ Graham	☐ Greenlee	☐ La Paz	
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinal	☐ Santa Cruz	☐ Yavapai	☐ Yuma

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

Service Location Address (City State Zip Code County) 5515 South Apache Ave. Suite 200 Globe, Arizona 85501		
Telephone Number (928)402-8664	Fax Number (928)425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 7 AM to 5 PM, except Holidays.		

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

First and Last name	**E**mployee **S**ubcontractor
David B. Caddell	S☐ E☒
Gary Lopez	S☐ E☒
Patricia Rocha	S☐ E☒
Phillis Weaver	S☐ E☒
	S☐ E☐
	S☐ E☐

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

☒ New Year's Day
☒ President's Day
☒ Memorial Day
☐ Rosh Hashanah
☒ Veterans' Day
☐ Other: _____

☒ Martin Luther King Jr.'s Birthday
☐ Washington's Birthday
☒ Independence Day
☐ Yom Kippur
☒ Thanksgiving Day
☒ Friday after Thanksgiving

☐ Lincoln's Birthday
☐ Good Friday
☒ Labor Day
☐ Columbus Day
☒ Christmas Day
☐ _____

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

Attachment 05
Arizona Department of Economic Security
Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART

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

Indicate county (ies) in which you provide services: ☐ Statewide

☐ Apache	☐ Cochise	☐ Coconino	☒ Gila	☐ Graham	☐ Greenlee	☐ La Paz	
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinal	☐ Santa Cruz	☐ Yavapai	☐ Yuma

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

Service Location Address (City State Zip Code County) 107 Frontier Street Suite C Payson, Arizona 85541		
Telephone Number (928)402-8664	Fax Number (928)425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 7 AM to 5 PM, except Holidays.		

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

First and Last name	**E**mployee **S**ubcontractor
Leona Bowman	S☐ E☒
	S☐ E☐
	S☐ E☐
	S☐ E☐
	S☐ E☐
	S☐ E☐

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

☒ New Year's Day
☒ President's Day
☒ Memorial Day
☐ Rosh Hashanah
☒ Veterans' Day
☐ Other: _____

☒ Martin Luther King Jr.'s Birthday
☐ Washington's Birthday
☒ Independence Day
☐ Yom Kippur
☒ Thanksgiving Day
☒ Friday after Thanksgiving

☐ Lincoln's Birthday
☐ Good Friday
☒ Labor Day
☐ Columbus Day
☒ Christmas Day
☐ _____

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

Gila County

Single Audit Reporting Package

Year Ended June 30, 2008

Gila County
Single Audit Reporting Package
Year Ended June 30, 2008

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Gila County
Single Audit Reporting Package
Year Ended June 30, 2008

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MILLER, ALLEN & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Mark L. Landy, CPA
Stephen T. Harris, CPA
Thomas L. Friend, CPA
Robert N. Snyder, CPA

Robert L. Miller, CPA
(1931 - 1992)

Independent Auditor's Report

The Auditor General of the State of Arizona

The Board of Supervisors of
Gila County, Arizona

We have audited the accompanying financial statements of the governmental activities, each major fund, and aggregate remaining fund information of Gila County as of and for the year ended June 30, 2008, which collectively comprise the County's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the County's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and aggregate remaining fund information of Gila County as of June 30, 2008, and the respective changes in financial position thereof for the year then ended in conformity with U.S. generally accepted accounting principles.

As described in Note 1, the County implemented the provisions of the Governmental Accounting Standards Board (GASB) Statement Nos. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions,* and 50, *Pension Disclosures (an amendment of GASB Statements No. 25 and No. 27*), for the year ended June 30, 2008, which represent changes in accounting principles.

The Management's Discussion and Analysis on pages 3 through 9, the Schedule of Agent Retirement Plans' Funding Progress on pages 41 through 42, and the Budgetary Comparison Schedules on pages 43 through 49 are not required parts of the basic financial statements, but are supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

5333 North 7th Street | Suite 100 | Phoenix, Arizona 85014 | *tel* 602.264.3888 | *fax* 602.230.0348
www.millerallen.com

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards listed in the table of contents is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

In connection with our audit, nothing came to our attention that caused us to believe that the County failed to use highway user revenue fund monies received by the County pursuant to Arizona Revised Statutes Title 28, Chapter 18, Article 2 and any other dedicated state transportation revenues received by the County solely for the authorized transportation purposes. However, our audit was not directed primarily toward obtaining knowledge of such compliance.

In accordance with *Government Auditing Standards*, we have also issued our report dated February 26, 2010, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

This report is intended solely for the information and use of the members of the Arizona State Legislature, the Auditor General of the State of Arizona, the Board of Supervisors, and management and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record, and its distribution is not limited.

Miller, Allen & Co., P.C.

February 26, 2010

Gila County

Management's Discussion and Analysis
June 30, 2008

As management of Gila County, we offer readers of the County's financial statements this narrative overview and analysis of the financial activities of the County for the fiscal year ended June 30, 2008. We encourage readers to consider the information presented here in conjunction with the financial statements.

Financial Highlights

- The assets of the County exceeded its liabilities at the close of the current fiscal year by $49,223,503 (net assets). Of this amount, $25,244,430 (unrestricted net assets) may be used to meet the government's ongoing obligations to citizens and creditors.
- As of the close of the current fiscal year, the County's governmental funds reported combined ending fund balances of $28,842,889, an increase of $935,212 in comparison with the prior year's balance of $27,907,677.
- At the end of the current fiscal year, unreserved fund balance for the general fund was $11,532,783 or 30% of total general fund expenditures.
- The County's total long-term liabilities decreased by a net of $1,350,686 during the current fiscal year in comparison with the prior year's balance of $7,750,594. Key factors in this decrease included (a) scheduled principal payments of $1,630,455, (b) an increase in the landfill closure and postclosure costs of $184,531 and, (c) a net increase in compensated absences of $95,238 during the year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. Required supplementary information is included in addition to the basic financial statements.

Government–wide financial statements are designed to provide readers with a broad overview of the County's finances in a manner similar to a private sector business.

The *statement of net assets* presents information on all of the County's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

The *statement of activities* presents information showing how net assets changed during the fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows (full accrual accounting). Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). The statement of activities distinguishes functions of the County that are principally supported by taxes and intergovernmental revenues from other functions that are intended to recover all or part of their costs through user fees and charges.

The governmental activities of the County include general government; public safety; highways and streets; health, welfare, and sanitation; culture and recreation; and education.

The government-wide financial statements not only include the County itself (known as the primary government), but also the legally separate Gila County Library District, Street Lighting Districts and Municipal Property Corporation which functions for all practical purposes as departments of the County, and therefore have been included as an integral part of the County.

The government-wide financial statements can be found on pages 11 through 12 of this report.

Fund financial statements are groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate finance-related legal compliance. All of the funds of the County can be divided into two categories: governmental funds and fiduciary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds statements focus on near-term inflows and outflows of spendable resources as well as the balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the County's near-term financial position.

Because the focus of governmental funds statements is narrower than the government-wide statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances include a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*. The County maintains numerous individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for three funds that are considered to be major funds, General, Public Works and Housing Services. Data from the other governmental funds are combined into a single, aggregated presentation.

The basic governmental fund financial statements can be found on pages 13 through 16 of this report.

Fiduciary Funds are used to account for resources held by the County for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own operations. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary funds financial statements can be found on pages 17 and 18 of this report.

Notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The notes to the financial statements can be found on pages 19 through 39 of this report.

Required supplementary information presents budgetary comparison schedules for the general and major special revenue funds. This section also includes certain information concerning the County's progress in funding its obligation to provide pension benefits to its employees.

Required supplementary information can be found on pages 41 through 49 of this report.

Government-wide Financial Anaiysis

Statement of Net Assets—As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. At the close of the fiscal year, the County's assets exceeded liabilities by $49,223,503.

Condensed Statement of Net Assets
(in thousands)
Governmental Activities
June 30, 2008 and 2007

	2008	Restated 2007
Assets:		
Current and other assets	$ 32,941	$ 31,265
Capital assets	26,195	25,826
Total assets	59,136	57,091
Liabilities:		
Long-term liabilities outstanding	6,400	7,751
Other liabilities	3,512	3,026
Total liabilities	9,912	10,777
Net assets:		
Invested in capital assets, net of related debt	23,654	21,655
Restricted for debt service	325	327
Unrestricted	25,245	24,332
Total net assets	$ 49,224	$ 46,314

By far the largest portion of Gila County's net assets is unrestricted. Unrestricted net assets of $25,244,430 or 51% may be used to meet Gila County's ongoing obligations to citizens and creditors. The second largest portion is $23,653,949 or 48% of the total net assets that reflects its investment in capital assets (e.g. land, buildings, equipment, vehicles and infrastructure), less accumulated depreciation, and any related debt used to acquire those assets that is still outstanding. The County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

At the end of the current fiscal year, the County is able to report positive balances in both categories of net assets for its governmental activities.

The 2007 balances were restated to correct prior years' errors in recording certain capital assets and the related accumulated depreciation. Restated balances have been audited.

Statement of Activities

Already noted was the statement of activities purpose in presenting information in how the government's net assets changed during the current fiscal year. A chart of changes in net assets follows. For the fiscal year, net assets increased $2,909,699, all coming from governmental activities. The basis of accounting used in the government-wide statement of activities excludes capital expenditures while its revenues include taxes that are used, in part, for the construction of those assets.

Changes in Net Assets
(in thousands)
Governmental Activities
Year Ended June 30, 2008 and 2007

	2008	Restated 2007
Revenues		
Program revenues:		
Charges for services	$ 7,167	$ 7,029
Grants and contributions	18,643	19,153
General revenues:		
Property taxes	19,825	18,699
County sales tax	6,679	6,719
Share of state sales tax	5,342	5,477
Vehicle license tax	1,852	1,850
Payments in lieu of taxes	2,079	2,104
Miscellaneous	1,691	1,561
Total revenues	63,278	62,592
Expenses		
General government	19,703	18,245
Public safety	15,999	14,097
Highways and streets	6,811	7,028
Health	2,412	2,539
Welfare	9,524	9,266
Sanitation	1,804	1,750
Culture and recreation	1,440	1,217
Education	2,520	1,931
Interest on long-term debt	155	201
Total expenses	60,368	56,274
Increase in net assets	2,910	6,318
Net assets, beginning of year	46,314	39,996
Net assets, end of year	$ 49,224	$ 46,314

The 2007 balances were restated to correct prior years' errors in recording certain capital assets and the related accumulated depreciation. Restated balances have been audited.

Revenues

Governmental activities revenues totaled $63,277,554 for fiscal year 2008 which was a slight increase of 1% over the prior year's total revenues. Property taxes and investment income were the only revenues that had significant increases over the prior year's amounts. The increase in property taxes was due to an increase in assessed valuation in 2008. The increase in investment income was due to an investment gain in market value and an increase in investment income in fiscal year 2008. Charges for services, grants and contributions, County and state-shared sales tax, and payments in lieu of taxes had a decrease over the prior year's amount. These decreases were due to an economic downturn. Lastly, the state-shared vehicle license tax and lottery revenue remained constant in comparison with the prior year's amount.

Expenses

Governmental activities expenses totaled $60,367,855 for fiscal year 2008, which was an increase of 7% over the prior year's total expenses. This increase was largely due to salary increases and normal inflation.

Financial Analysis of the Government's Funds

As noted earlier, the County uses fund accounting to ensure and demonstrate finance-related legal compliance.

Governmental funds

The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the County's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the County's governmental funds reported combined ending fund balances of $28,842,889, an increase of $935,212 in comparison with the prior year's balance of $27,907,677.

The general fund is the chief operating fund of the County. At the end of the current fiscal year, unreserved fund balance of the general fund was $11,857,907, which was a decrease of 2% over the prior year's balance of $12,134,364.

The public works fund accounts for road construction and maintenance of major and nonmajor regional roads. At the end of the current fiscal year, unreserved fund balance of the public works fund was $8,746,824, which was an increase of 9% over the prior year's balance of $8,008,486. The increase was due to the suspension of four construction projects due to right of way issues.

The housing services fund accounts for the federal grants that provide rental assistance to low income families, and ensure the housing is affordable, decent, safe and sanitary. At the end of the current fiscal year, the fund had a deficit fund balance of $222,268. The deficit is due to reimbursements that were not received until after the 60 day encumbrance period.

General Fund Budgetary Highlight

The general fund had actual revenues $38,682,621 which was $563,963 in excess of budgeted revenues of $38,118,658. Charges for services revenues were $1,355,520 in excess of the budget due to charges for services revenues not being budgeted correctly for the current year, as actual prior year charges for services revenues were higher than the current year budget.

The general fund had budgeted expenditures before transfers of $40,797,570. Overall, actual general fund expenditures were underspent by $2,968,883. The Solid Waste Management department had budgeted expenditures of $2,619,000 while actual expenditures were underspent by $1,340,752 as the County is reserving funds for the eventual closing of the landfill. The significant County departments and other budgeted line items overspent are the Board of Supervisors–$182,035, Economic Development–$145,000, Elections–$152,155, Noncapitalized Projects–$275,788, County Sheriff–$552,874, Capital Outlay-$359,779, Principal Retirement–$458,076, Interest and Fiscal Charges–$115,645, and Transfers Out–$574,239. The County will strive to improve its budgeting procedures and control in the future.

Capital Asset and Debt Administration

Capital Assets

The County's investment in capital assets for its governmental activities as of June 30, 2008, amounts to $26,194,551 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, buildings, machinery and equipment and infrastructure assets (roads, highways, bridges, etc). The prior year's balance of investment in capital assets for its governmental activities was restated from $26,047,393 to $25,826,035. The restatement of $221,358 consists of prior period adjustments to correct accounting errors made in the previously reported amounts of capital assets and accumulated depreciation.

The total net increase in the County's investment in capital assets for the current fiscal year was $368,516, an increase of approximately 1% in comparison with the prior year's restated balance of $25,826,035.

Gila County's Capital Assets
(net of depreciation)
(in thousands)
Governmental Activities
June 30, 2008 and 2007

	2008	Restated 2007
Land	$ 3,974	$ 3,974
Construction in progress	1,102	1,270
Buildings	6,532	6,491
Improvements other than buildings	772	320
Machinery and equipment	7,022	6,685
Infrastructure	6,793	7,086
Total	$ 26,195	$ 25,826

Additional information on the County's capital assets can be found in Note 6 on pages 27 through 29 of this report.

The 2007 balances were restated to correct prior years' errors in recording certain capital assets and the related accumulated depreciation. Related balances have been audited.

Long-term Debt

At the end of the current fiscal year, the County had total bonded debt outstanding of $1,625,000. This debt represents certificates of participation issued to finance renovation costs for several County buildings. The County also had a loan payable of $307,470 which is secured by the County's highway user revenue. The County had long-term capital leases of $608,132 for vehicles, construction and computer equipment. The remainder of Gila County's debt is landfill closure and postclosure care costs of $2,557,190 and compensated absences payable of $1,302,116.

The County's debt was decreased by a net $1,350,686 during the current fiscal year. This is primarily due to the County making scheduled debt retirement payments of $1,630,455, increased landfill closure and postclosure care costs of $184,531 and increased compensated absences payable of $95,238.

State statutes limit the amount of general obligation debt a county may issue to 6 percent of its total assessed valuation. The current debt limitation for the County is $28,674,000. Since the County has no general obligation debt, this amount equals the debt capacity. Additional information on long-term debt can be found in Note 8 on pages 29 through 32 of this report.

Economic Factors and Next Year's Budgets and Rates

The unemployment rate for Gila County is currently 6.0 percent, which is an increase from a rate of 4.3 percent a year ago. This compares unfavorably to the state's average unemployment rate of 5.5 percent. These economic factors were considered in preparing the County's budget for the fiscal year 2008-09. The unreserved ending fund balance in the general fund of $11,532,783 was appropriated for spending in the fiscal year 2008-09 budget. The County's primary property tax rate remained unchanged for fiscal year 2008-09.

Requests for Information

This financial report is designed to provide a greater overview of Gila County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed as follows:

Finance Director
Gila County
1400 Ash Street
Globe, Arizona 85501-1483

Basic Financial Statements

Gila County
Statement of Net Assets
June 30, 2008

	Governmental Activities
Assets	
Cash and cash equivalents	$ 27,891,110
Cash and investments held by trustee	325,124
Receivables (net of allowances for uncollectibles):	
Property taxes	585,971
Accounts	1,128,740
Due from other governments	3,010,454
Capital assets, not being depreciated	5,076,341
Capital assets, being depreciated, net	21,118,210
Total assets	59,135,950
Liabilities	
Accounts payable	2,675,093
Accrued payroll and employee benefits	754,708
Deposits held for others	82,738
Noncurrent liabilities:	
Due within one year	2,223,359
Due in more than one year	4,176,549
Total liabilities	9,912,447
Net Assets	
Invested in capital assets, net of related debt	23,653,949
Restricted for:	
Debt service	325,124
Unrestricted	25,244,430
Total net assets	$ 49,223,503

The accompanying notes are an integral part of these financial statements.

Gila County
Statement of Activities
Year Ended June 30, 2008

Functions	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Assets: Governmental Activities
Governmental activities					
General government	$ 19,703,044	$ 3,278,209	$ 1,587,752	$ 16,154	$ (14,820,929)
Public safety	15,998,646	1,401,595	3,101,522	369,894	(11,125,635)
Highways and streets	6,811,227	114,429	-	5,387,758	(1,309,040)
Health	2,412,391	266,512	1,332,273	17,078	(796,528)
Welfare	9,523,520	43,179	4,334,153	99,477	(5,046,711)
Sanitation	1,804,305	1,897,100	-	112,443	205,238
Culture and recreation	1,440,332	31,153	113,919	9,677	(1,285,583)
Education	2,519,987	134,494	2,161,244	-	(224,249)
Interest on long-term debt	154,403	-	-	-	(154,403)
Total governmental activities	$ 60,367,855	$ 7,166,671	$ 12,630,863	$ 6,012,481	$ (34,557,840)
General revenues:					
Taxes:					
Property taxes, levied for general purposes					18,876,335
Property taxes, levied for Street Lighting Districts					10,483
Property taxes, levied for Library District					937,685
County general and transportation sales tax					6,679,181
Share of state sales tax					5,342,160
Shared revenue-state vehicle license tax					1,852,470
Payments in lieu of taxes					2,079,055
Shared revenue-state lottery					550,035
Gain on sales of capital assets					56,615
Grants and contributions not restricted to specific programs					16,455
Investment income					978,658
Miscellaneous					88,407
Total general revenues					37,467,539
Change in net assets					2,909,699
Net assets, July 1, 2007, as restated					46,313,804
Net assets, June 30, 2008					$ 49,223,503

The accompanying notes are an integral part of these financial statements.

Gila County
Balance Sheet
Governmental Funds
June 30, 2008

	General Fund	Public Works Fund	Housing Services Fund	Other Governmental Funds	Total Governmental Funds
Assets					
Cash and investments	$ 10,473,574	$ 8,856,717	$ 231	$ 8,560,588	$ 27,891,110
Cash and investments held by trustee	325,124				325,124
Receivables (net of allowances for uncollectibles):					
Property taxes	556,764			29,207	585,971
Accounts	930,496	106,889		91,355	1,128,740
Due from:					
Other funds	1,153,424			262,236	1,415,660
Other governments	856,559	671,726	353,631	1,128,538	3,010,454
Total assets	$ 14,295,941	$ 9,635,332	$ 353,862	$ 10,071,924	$ 34,357,059
Liabilities and Fund Balances					
Liabilities:					
Accounts payable	$ 1,357,374	$ 506,463	$ 50,213	$ 761,043	$ 2,675,093
Accrued payroll and employee benefits	516,996	83,812	6,917	146,983	754,708
Due to other funds	1,368	298,233	519,000	597,059	1,415,660
Deposits held for others	5,532			77,206	82,738
Deferred revenues	556,764			29,207	585,971
Total liabilities	2,438,034	888,508	576,130	1,611,498	5,514,170
Fund balances:					
Unreserved, reported in:					
General fund	11,532,783				11,532,783
Special revenue funds		8,746,824	(222,268)	8,460,426	16,984,982
Reserved for debt service	325,124				325,124
Total fund balances	11,857,907	8,746,824	(222,268)	8,460,426	28,842,889
Total liabilities and fund balances	$ 14,295,941	$ 9,635,332	$ 353,862	$ 10,071,924	$ 34,357,059

The accompanying notes are an integral part of these financial statements.

Gila County
Reconciliation of the Balance Sheet to the Statement of Net Assets
Governmental Funds
June 30, 2008

Fund balances - total governmental funds	$ 28,842,889
Amounts reported for governmental activities in the Statement of Net Assets are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	26,194,551
Some receivables are not available to pay for current-period expenditures and therefore, are deferred in the funds.	585,971
Some liabilities, including bonds payable, are not due and payable in the current period and therefore, are not reported in the funds.	(6,399,908)
Net assets of governmental activities	$ 49,223,503

The accompanying notes are an integral part of these financial statements.

Gila County
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2008

	General Fund	Public Works Fund	Housing Services Fund	Other Governmental Funds	Total Governmental Funds
Revenues:					
Taxes	$ 21,908,587	$ 3,391,644		$ 948,168	$ 26,248,399
Licenses and permits	671,029	8,471		123,926	803,426
Intergovernmental	10,805,105	5,377,650	$ 722,595	11,320,594	28,225,944
Charges for services	4,390,520	99,915		1,266,248	5,756,683
Fines and forfeits	514,827			91,735	606,562
Donations and contributions			16,959	240,616	257,575
Investment income	348,806	328,196	25	301,631	978,658
Miscellaneous	43,747			44,660	88,407
Total revenues	38,682,621	9,205,876	739,579	14,337,578	62,965,654
Expenditures:					
Current:					
General government	17,536,011			1,260,600	18,796,611
Public safety	11,909,658			3,678,252	15,587,910
Highways and streets		5,883,435		25,139	5,908,574
Health				2,398,258	2,398,258
Welfare	4,432,556		935,669	4,136,451	9,504,676
Sanitation	1,278,248			108,100	1,386,348
Culture and recreation	243,638			1,192,151	1,435,789
Education	379,076			2,132,230	2,511,306
Debt service:					
Principal retirement	783,076	810,985		36,394	1,630,455
Interest and fiscal charges	115,645	30,612		8,146	154,403
Capital outlay	1,150,779	1,209,490		412,458	2,772,727
Total expenditures	37,828,687	7,934,522	935,669	15,388,179	62,087,057
Excess (deficiency) of revenues over expenditures	853,934	1,271,354	(196,090)	(1,050,601)	878,597
Other financing sources (uses):					
Proceeds from sale of capital assets	24,321	10,604		21,690	56,615
Transfers in	760,321		80,000	1,835,033	2,675,354
Transfers out	(1,915,033)	(543,620)		(216,701)	(2,675,354)
Total other financing sources (uses)	(1,130,391)	(533,016)	80,000	1,640,022	56,615
Net change in fund balances	(276,457)	738,338	(116,090)	589,421	935,212
Fund balances, July 1, 2007	12,134,364	8,008,486	(106,178)	7,871,005	27,907,677
Fund balances, June 30, 2008	$ 11,857,907	$ 8,746,824	$ (222,268)	$ 8,460,426	$ 28,842,889

The accompanying notes are an integral part of these financial statements.

Gila County
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities
Governmental Funds
Year Ended June 30, 2008

Net change in fund balances - total governmental funds		$ 935,212
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital outlay	$ 2,772,727	
Depreciation expense	(2,404,211)	
		368,516
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.		255,285
Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Assets. Repayment of debt principal is an expenditure in governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Assets.		
Principal repaid		1,630,455
Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available resources. In the Statement of Activities, however, which is presented on the accrual basis of accounting, expenses and liabilities are reported regardless of when the financial resources are available.		
Increase in compensated absences	(95,238)	
Increase in landfill closure and postclosure costs	(184,531)	
		(279,769)
Change in net assets of governmental activities		$ 2,909,699

The accompanying notes are an integral part of these financial statements.

Gila County
Statement of Fiduciary Net Assets
Fiduciary Funds
June 30, 2008

	Investment Trust Funds	Agency Funds
Assets		
Cash and investments	$ 60,744,608	$ 861,395
Total assets	60,744,608	$ 861,395
Liabilities		
Due to other governments		$ 151,448
Deposits held for others		709,947
Total liabilities		$ 861,395
Net Assets		
Held in trust for investment trust participants	$ 60,744,608	

The accompanying notes are an integral part of these financial statements.

Gila County
Statement of Changes in Fiduciary Net Assets
Fiduciary Funds
Year Ended June 30, 2008

	Investment Trust Funds
Additions:	
Contributions from participants	$ 119,088,517
Investment income	55,134
Total additions	119,143,651
Deductions:	
Distributions to participants	106,689,856
Change in net assets	12,453,795
Net assets, July 1, 2007	48,290,813
Net assets, June 30, 2008	$ 60,744,608

The accompanying notes are an integral part of these financial statements.

Note 1 – Summary of Significant Accounting Policies

The accounting policies of Gila County conform to generally accepted accounting principles applicable to governmental units adopted by the Governmental Accounting Standards Board (GASB).

For the year ended June 30, 2008, the County implemented the provisions of GASB Statement Nos. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*; and 50, *Pension Disclosure (an amendment of GASB Statements No. 25 and No. 27)*. GASB Statement No. 45 establishes governmental employer accounting and financial reporting requirements for postemployment benefits other than pensions. GASB Statement No. 50 amends GASB Statement Nos. 25 and 27 to require governmental employers to present certain additional pension disclosures in the notes and additional required supplementary information.

A. Reporting Entity

The County is a general purpose local government that is governed by a separately elected board of three county supervisors. The accompanying financial statements present the activities of the County (the primary government) and its component units.

Component units are legally separate entities for which the County is considered to be financially accountable. Blended component units, although legally separate entities, are in substance part of the County's operations. Therefore, data from these units is combined with data of the primary government. Discretely presented component units, on the other hand, are reported in a separate column in the government-wide financial statements to emphasize they are legally separate from the County. Each blended component unit discussed below has a June 30 year-end. The County has no discretely presented component units.

The following table describes the County's component units:

Component Unit	Description; Criteria for Inclusion	Reporting Method	For Separate Financial Statements
Gila County Library District	Provides and maintains library services for County's residents; the County's Board of Supervisors serves as the board of directors	Blended	Not available
Gila County Street Lighting Districts	Operates and maintains street lighting in areas outside local city jurisdictions; the County's Board of Supervisors serves as the board of directors	Blended	Not available
Gila County Municipal Property Corporation	A nonprofit corporation that assists in the acquisition of tangible real and personal property; exists only to serve the County	Blended	Not available

Related Organizations

The Industrial Development Authority, Environmental Economic Community Organization, Eastern Arizona Counties Organization, Northern Gila County Economic Development, and Southern Gila County Economic Development are legally separate entities that were created to assist in the economic development of commercial and industrial enterprises for Gila County. Their operations are completely separate from the County and the County is not financially accountable for these organizations. Therefore, the financial activities of these organizations are not included in the accompanying financial statements.

B. Basis of Presentation

The basic financial statements include both government-wide statements and fund financial statements. The government-wide statements focus on the County as a whole, while the fund financial statements focus on major funds. Each presentation provides valuable information that can be analyzed and compared between years and between governments to enhance the usefulness of the information.

Government-wide statements - provide information about the primary government (the County) and its component units. The statements include a statement of net assets and a statement of activities. These statements report the financial activities of the overall government, except for fiduciary activities. Governmental activities generally are financed through taxes and intergovernmental revenues.

A statement of activities presents a comparison between direct expenses and program revenues for each function of the County's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The County does not allocate indirect expenses to programs or functions. Program revenues include:

- charges to customers or applicants for goods, services, or privileges provided,
- operating grants and contributions, and
- capital grants and contributions, including special assessments.

Revenues that are not classified as program revenues, including internally dedicated resources and all taxes, are reported as general revenues.

Generally, the effect of interfund activity has been eliminated from the government-wide financial statements to minimize the double counting of internal activities. However, charges for interfund services provided and used are not eliminated if the prices approximate their external exchange values.

Fund financial statements - provide information about the County's funds, including fiduciary funds and blended component units. Separate statements are presented for the governmental and fiduciary fund categories. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All

remaining governmental funds are aggregated and reported as nonmajor funds. Fiduciary funds are aggregated and reported by fund type.

The County reports the following major governmental funds:

The General Fund is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Public Works Fund accounts for road construction and maintenance of major and nonmajor regional roads, and is funded by a ½ cent County sales tax, impact fees, and highway user revenue.

The Housing Services Fund accounts for federal grants that provide rental assistance to low income families, and ensure the housing is affordable, decent, safe and sanitary. It also accounts for state, local and private revenue sources that provide assistance to County residents to rehabilitate their homes and bring them up to minimum State standards and improve the health, safety and energy efficiency of their homes.

The County reports the following fund types:

The *Investment Trust Funds* accounts for pooled assets held and invested by the County Treasurer on behalf of other governmental entities.

The *Agency Funds* account for assets held by the County as an agent for the State and various local governments, and for property taxes collected and distributed to the federal, state and local governments.

C. Basis of Accounting

The government-wide and fiduciary fund financial statements are presented using the economic resources measurement focus, with the exception of agency funds, and the accrual basis of accounting. The agency funds are custodial in nature and do not have a measurement focus. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied. Grants and donations are recognized as revenue as soon as all eligibility requirements the provider imposed have been met.

Governmental funds in the fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when they become both measurable and available. The County considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. The County's major revenue sources that are susceptible to accrual are property taxes, special assessments, intergovernmental, charges for services, and

investment earnings. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, compensated absences, and landfill closure and postclosure care costs, which are recognized as expenditures to the extent they are due and payable. General capital asset acquisitions are reported as expenditures in governmental funds. Issuances of general long-term debt and acquisitions under capital lease agreements are reported as other financing sources.

Under the terms of grant agreements, the County funds certain programs by a combination of grants and general revenues. Therefore, when program expenses are incurred, there are both restricted and unrestricted net assets available to finance the program. The County applies grant resources to such programs before using general revenues.

D. Cash and Investments

Nonparticipating interest-earning investment contracts are stated at cost. Money market investments and participating interest-earning investment contracts with a remaining maturity of 1 year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value.

E. Property Taxes Calendar

The County levies real and personal property taxes on or before the third Monday in August that become due and payable in two equal installments. The first installment is due on the first day of October and becomes delinquent after the first business day of November. The second installment is due on the first day of March of the next year and becomes delinquent after the first business day of May.

A lien assessed against real and personal property attaches on the first day of January preceding assessment and levy.

F. Capital Assets

Capital assets are reported at actual cost or estimated historical cost if historical records are not available. At June 30, 2008, 33 percent of the total governmental activities capital assets are stated at estimated historical cost based on price levels at time of acquisition. Donated assets are reported at estimated fair value at the time received.

Capitalization thresholds (the dollar values above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the government-wide statements are as follows:

	Capitalization Threshold	Depreciation Method	Estimated Useful Life
Land	$ 5,000	N/A	N/A
Buildings	5,000	Straight-line	7-30 years
Improvements other than buildings	5,000	Straight-line	20-40 years
Machinery and equipment	5,000	Straight-line	3-25 years
Infrastructure	50,000	Straight-line	7-50 years

G. Investment Income

Investment income is composed of interest, dividends, and net changes in the fair value of applicable investments.

H. Compensated Absences

Compensated absences consist of vacation leave and a calculated amount of sick leave earned by employees based on services already rendered.

Employees may accumulate up to 240 hours of vacation depending on years of service, but any vacation hours in excess of the maximum amount that are unused at year-end are forfeited. Upon termination of employment, all unused and unforfeited vacation benefits are paid to employees. Accordingly, vacation benefits are accrued as a liability in the government-wide financial statements. A liability for these amounts is reported in the governmental funds' financial statements only if they have matured, for example, as a result of employee resignations and retirements by fiscal year-end.

Employees may accumulate an unlimited number of sick leave hours. Generally, sick leave benefits provide for ordinary sick pay and are cumulative but are forfeited upon termination of employment. Because sick leave benefits do not vest with employees, a liability for sick leave benefits is not accrued in the financial statements. However, upon retirement, employees who have accumulated at least 1,000 hours of sick leave receive a $3,000 bonus. The liability for vested sick leave is recorded in the Statement of Net Assets.

Note 2 – Beginning Balances Restated

Net assets on the governmental-wide Statement of Activities as of July 1, 2007, has been restated to correct for prior years' errors in the recording of certain capital assets and the related accumulated depreciation for those assets.

	Governmental Activities
Net assets as of June 30, 2007, as previously reported	$ 46,535,162
Correction of prior years' errors in capital assets	(221,358)
Net assets as of July 1, 2007, as restated	$ 46,313,804

Note 3 – Individual Fund Deficits

The following Special Revenue Funds had fund deficits in excess of $1,000 as of June 30, 2008:

Fund	Fund Name	Deficit
2000	Housing Services	$ 222,268
2013	Work Investment Act	187,180
3013	Sheriff Seized Equity Recapture	3,944
3056	Methamphetamine Initiative Intergovernmental Agreement	11,097
3569	Victim of Crime Act—Victim Compensation	2,599
4059	State Aid Enhancement	22,051
4187	Globe Safe Schools	7,153
4195	Diversion Intake	36,204
4555	Drug Enforcement—Superior Court	19,244
4847	Family Law Commissioner	2,000
5510	Gila County Education Service	7,111
6010	Library Assistance	30,000
6590	Arizona State RV Park	9,793
6591	Transportation Enhancement	3,052
7147	Computer System Recorder	7,145
7515	Midland / Central Heights Streets Lighting Improvement District	5,514
7516	Claypool / Lower Miami Streets Lighting Improvement District	8,933
Z148	Math and Science Continuation	1,869
Z187	Professional Development	2,172
Z425	Adult Basic Education	9,134
Z443	Delinquent Program	1,800
Z444	Rim Guidance Center	5,680
A110	ESEA Title I—Helping Disadvantaged Children	5,327
A115	ESEA Title I—Neglected and Delinquent	5,717

These fund deficits resulted either from operations or a carryover deficit from prior years, but are expected to be corrected through normal operations or through General Fund transfers in future years.

Note 4 – Deposits and Investments

Arizona Revised Statutes (A.R.S.) authorize the County to invest public monies in the State Treasurer's investment pool; obligations issued or guaranteed by the United States or any of the senior debt of its agencies, sponsored agencies, corporations, sponsored corporations, or instrumentalities, specified state and local government bonds; interest-earning investments such as savings accounts, certificates of deposit, and repurchase agreements in eligible depositories; and specified commercial paper, bonds, debentures, and notes issued by corporations organized and doing business in the United States. In addition, the County Treasurer may invest trust funds in fixed income securities of corporations doing business in the United States or District of Columbia.

Credit risk
Statutes have the following requirements for credit risk:

1. Commercial paper must be rated P1 by Moody's investors service or A1 or better by Standard and Poor's rating service.

2. Corporate bonds, debentures, and notes must be rated A or better by Moody's investors service or Standard and Poor's rating service.

3. Fixed income securities must carry one of the two highest ratings by Moody's investors service and Standard and Poor's rating service. If only one of the above-mentioned services rates the security, it must carry the highest rating of that service.

Custodial credit risk
Statutes require collateral for demand deposits, certificates of deposit, and repurchase agreements at 101 percent of all deposits not covered by federal depository insurance.

Concentration of credit risk
Statutes do not include any requirements for concentration of credit risk.

Interest rate risk
Statutes require that public monies invested in securities and deposits have a maximum maturity of 5 years and that public operating fund monies invested in securities and deposits have a maximum of 3 years. Investments in repurchase agreements must have a maximum maturity of 180 days.

Foreign currency risk
Statutes do not allow foreign investments.

Deposits - At June 30, 2008, the carry amount of the County's deposits was $510,099 and the bank balance was $2,569,370. The County does not have a formal policy with respect to custodial credit risk.

Investments - The County's investments at June 30, 2008, were as follows:

Investment Type	Amount
U.S. agency securities	$ 84,625,796
Repurchase agreement (collateralized by Federal Agency Securities)	4,355,218
U.S. Treasury money market fund	325,124
	$ 89,306,138

Credit Risk - Credit risk is the risk that an issuer or counterparty to an investment will not fulfill its obligations. The County does not have a formal policy with respect to credit risk.

At June 30, 2008, credit risk for the County's investments was as follows:

Investment Type	Rating	Rating Agency	Amount
U.S. agency securities	Aaa	Moody's	$ 84,625,796
Repurchase agreement (collateralized by Federal Agency Securities)	Aaa	Moody's	4,355,218
U.S. Treasury money market fund	Not rated	Not applicable	325,124
			$ 89,306,138

Custodial credit risk - For an investment, custodial credit risk is the risk that, in the event of the counterparty's failure, the County will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The County does not have a formal policy with respect to custodial credit risk.

At June 30, 2008, the County had a $325,124 investment reported in the General Fund. The investment was held by a trustee in a U. S. Treasury money market fund and was uninsured, not registered in the County's name, and held by the counterparty.

Concentration of credit risk - Concentration of credit risk is the risk of loss associated with the significance of investments in a single issuer. The County does not have a formal policy with respect to concentration of credit risk.

Five percent or more of the County's investments at June 30, 2008, were in debt securities of various U.S. agencies as follows:

U.S. Agency	Amount	Percent of County Investments
Federal Home Loan Mortgage Corporation	$ 28,977,309	32.4
Federal Home Loan Bank System	42,900,519	48.0
Federal National Mortgage Association	6,748,608	7.6
Federal Farm Credit Banks	5,999,360	6.7
	$ 84,625,796	

Interest rate risk - Interest rate risk is the risk that changes in interest rates will adversely affect an investment's fair value. The County does not have a formal policy with respect to interest rate risk.

At June 30, 2008, the County had the following investments in debt securities:

		Investment Maturities	
Investment Type	Amount	Less than 1 Year	1-5 Years
U.S. agency securities	$ 84,625,796	$ 63,974,484	$ 20,651,312
Repurchase agreement (collateralized by Federal Agency Securities)	4,355,218	4,355,218	-
U.S. Treasury money market fund	325,124	325,124	-
	$ 89,306,138	$ 68,654,826	$ 20,651,312

A reconciliation of cash, deposits, and investments to amounts shown on the Statement of Net Assets and Statement of Fiduciary Net Assets follows:

Cash, deposits, and investments:	
Cash on hand	$ 6,000
Amount of deposits	510,099
Amount of investments	89,306,138
Total	$ 89,822,237

	Statement of Net Assets	Statement of Fiduciary Net Assets		
	Governmental Activities	Investment Trust Funds	Agency Funds	Total
Cash and investments	$ -	$ 60,744,608	$ 861,395	$ 61,606,003
Cash and cash equivalents	27,891,110	-		27,891,110
Cash and investments held by trustee	325,124	-	-	325,124
Total	$ 28,216,234	$ 60,744,608	$ 861,395	$ 89,822,237

Note 5 – Due from Other Governments

Amounts due from other governments at June 30, 2008, in the Statement of Net Assets include $351,657 in Highway User Revenues, $585,937 in County excise tax, $157,205 in auto lieu taxes, $252,899 in sales tax, $220,052 in health service grants, $353,631 in Community Development Block Grants, $102,782 in Workforce Investment Act grant, $287,411 in other community service grants, $184,083 in the Homeland Security Grant, $243,265 in other federal grants, $203,615 in state grants, and $67,917 in reimbursements and charges for services due from various government agencies.

Note 6 – Capital Assets

Capital asset activity for the year ended June 30, 2008, was as follows:

	Balance July 1, 2007 as restated	Increases	Decreases	Balance June 30, 2008
Governmental activities:				
Capital assets not being depreciated:				
Land	$ 3,974,077			$ 3,974,077
Construction in progress (estimated cost to complete $5,052,058)	1,270,436	$ 1,149,139	$ 1,317,311	1,102,264
Total capital assets not being Depreciated	5,244,513	1,149,139	1,317,311	5,076,341
Capital assets being depreciated:				
Buildings	18,618,042	459,306		19,077,348
Improvements other than buildings	417,338	468,535		885,873
Machinery and equipment	23,557,291	1,907,711	505,429	24,959,573
Infrastructure	12,207,879	105,347		12,313,226
Total capital assets being depreciated	54,800,550	2,940,899	505,429	57,236,020

Less accumulated depreciation for:				
Buildings	12,127,552	417,772		12,545,324
Improvements other than buildings	97,260	16,852		114,112
Machinery and equipment	16,872,183	1,571,604	505,429	17,938,358
Infrastructure	5,122,033	397,983		5,520,016
Total accumulated depreciation	34,219,028	2,404,211	505,429	36,117,810
Total capital assets being depreciated, net	20,581,522	536,688		21,118,210
Governmental activities capital assets, net	$ 25,826,035	$ 1,685,827	$ 1,317,311	$ 26,194,551

Restatement of Beginning Capital Assets Balance

Capital assets have been restated to correct errors made in accounting for increases (decreases) in cost and accumulated depreciation. The restatements are as follows:

	Balance June 30, 2007 as previously reported	Increases	Decreases	Balance July 1, 2007 As restated
Governmental activities:				
Land	$ 3,974,077			$ 3,974,077
Construction in progress	1,270,436			1,270,436
Buildings	18,709,869		$ 91,827	18,618,042
Improvements other than buildings	375,486	$ 41,852		417,338
Machinery and equipment	23,795,793		238,502	23,557,291
Infrastructure	12,197,871	10,008		12,207,879
Less accumulated depreciation for:				
Buildings	12,181,249		53,697	12,127,552
Improvements other than buildings	56,386	40,874		97,260
Machinery and equipment	16,926,479		54,296	16,872,183
Infrastructure	5,112,025	10,008		5,122,033
Totals	$ 26,047,393	$ 978	$ 222,336	$ 25,826,035

Depreciation expense was charged to functions as follows:

Governmental activities:	
General government	$ 811,195
Public safety	410,736
Highways and streets	902,653
Health	14,133
Welfare	18,844
Sanitation	233,426
Culture and recreation	4,543
Education	8,681
Total governmental activities depreciation expense	$ 2,404,211

Construction Commitments

The County has active construction projects as of June 30, 2008, with estimated costs to complete and remaining contractual commitments of $5,052,058 of which the more significant of these projects includes the extension of Russell Road and Hospital Road, realignment of Roberts Drive, repairing Old Highway 88 and Wheatfields Road, the Ice House bridge and Fossil Creek Road, Phase II. The projects are financed through the half cent County sales tax and loan proceeds.

Note 7 – Loans Payable

The County maintains a revolving line of credit with a $3,500,000 limit and interest payable at the same time as principal, which is contingent on the County's receipt of "nonrestricted operating revenues" as defined by A.R.S. §11-604.01. The credit line is secured by "nonrestricted" operating revenues received by the County Treasurer. Any unpaid principal and interest becomes due on the maturity date of June 30 of each year. The interest rate is at the bank's prime rate less 3.55% for fiscal year 2008. During fiscal year 2008, the County had not borrowed against the line of credit. Therefore, the County had no outstanding balance on this credit line as of June 30, 2008.

Note 8 – Long-Term Liabilities

The following schedule details the County's long-term liability and obligation activity for the year ended June 30, 2008:

	Balance July 1, 2007	Additions	Reductions	Balance June 30, 2008	Due within 1 year
Governmental activities:					
Certificates of participation payable	$ 1,840,000	-	$ 215,000	$ 1,625,000	$ 230,000
ADOT loan payable	998,720	-	691,250	307,470	307,470
Capital leases payable	1,332,337	-	724,205	608,132	383,773
Landfill closure and postclosure care costs payable	2,372,659	$ 184,531		2,557,190	
Compensated absences payable	1,206,878	1,686,836	1,591,598	1,302,116	1,302,116
Governmental activities long-term liabilities	$ 7,750,594	$ 1,871,367	$ 3,222,053	$ 6,399,908	$ 2,223,359

Certificates of participation - During the year ended June 30, 2000, the County issued $3,245,000 in certificates of participation with an interest rate of 6.4 percent to finance renovation costs for a newly-acquired county administration building and several other County buildings, and to refund the outstanding 1991 Series A certificates of participation. The certificates are generally noncallable, with interest payable semiannually, however, become callable on June 1, 2009. The County's

obligation to make certificates of participation payments will be subject to and dependent upon annual appropriations being made by the County.

Certificates outstanding at June 30, 2008, were as follows:

Description	Interest Rates	Maturities	Outstanding Principal July 1, 2007	Issues	Retirements	Outstanding Principal June 30, 2008
Series 1999	6.4%	11/24/08-5/24/14	$ 1,840,000	$ -	$ 215,000	$ 1,625,000

The following schedule details debt service requirements to maturity for the County's certificates of participation payable at June 30, 2008:

Year Ending June 30	*Governmental Activities* Principal	Interest
2009	$ 230,000	$ 100,320
2010	245,000	85,440
2011	260,000	69,440
2012	280,000	52,480
2013	295,000	34,400
2014	315,000	15,200
Total	$ 1,625,000	$ 357,280

ADOT Loans – On May 27, 2003, the County received a $1,237,500 loan from the Arizona Department of Transportation (ADOT). The purpose of this loan is to fund the construction improvement of Fossil Creek Road. The loan calls for quarterly payments of principal and interest at 1.428%, beginning on June 15, 2004, and ending on March 15, 2009.

On November 1, 2006, the County received a $487,500 loan from the Arizona Department of Transportation (ADOT). The purpose of this loan is to fund the construction improvement of Six Shooter Canyon Road and Bridge Project. The loan calls for quarterly payments of principal and interest at 3.123%, beginning on March 15, 2007, and ending on December 15, 2008.

The following schedule details debt service requirements to maturity for the County's loan with ADOT at June 30, 2008:

Year Ending June 30	*Governmental Activities* Principal	Interest
2009	$ 307,470	$ 2,752
Total	$ 307,470	$ 2,752

Capital leases - The County has acquired machinery and equipment under the provisions of various long-term lease agreements classified as capital leases for accounting purposes because they provide for a bargain purchase option or a transfer of ownership by the end of the lease term.

The assets acquired through capital leases are as follows:

Machinery and equipment	$ 1,566,449
Less: accumulated depreciation	406,579
Carrying value	$ 1,159,870

The following schedule details debt service requirements to maturity for the County's capital leases payable as June 30, 2008:

Year Ending June 30	
2009	$ 405,444
2010	204,813
2011	28,060
Total minimum lease payments	638,317
Less amount representing interest	30,185
Present value of net minimum lease payments	$ 608,132

Landfill closure and postclosure care costs - State and federal laws and regulations require the County to place a final cover on its six landfill sites when they stop accepting waste and to perform certain maintenance and monitoring functions at the sites for 30 years after closure. Although closure and postclosure care costs will not be paid until near or after the date that the landfills stop accepting waste, the County reports a portion of these closure and postclosure care costs in each period that the County operates the landfill. These costs will be paid from the General Fund.

The amount recognized each year is based on landfill capacity used at the end of each fiscal year. The $2,557,190 reported as landfill closure and postclosure care liability at June 30, 2008, represents the cumulative amount reported to date based on the approximate use of 54 percent of the estimated capacity of the Buckhead Mesa Landfill and 47 percent of the Russell Gulch Landfill. The County will recognize the remaining estimated cost of closure and postclosure care of $2,562,123 as the remaining estimated capacity is filled. These amounts are based on what it would cost to perform all closure and postclosure care in fiscal year 2008.

The County has closed four of its landfills as of June 30, 1996, and expects to close the two remaining landfills in 2017 and 2018. The actual costs may also be higher due to inflation, changes in technology, or changes in regulations. The County is planning for expansion of these landfills to extend their useful lives.

In order to comply with state and federal laws and regulations, the County obtained a letter of credit on September 22, 1999, to ensure the costs of landfill closure, postclosure, and possible corrective action can be met. As part of the agreement for the line of credit, the County established a mandatory sinking fund with an escrow agent. The sinking fund balance will equal the estimated landfill closure and postclosure care costs when the landfills are expected to close. The County entered this agreement as an alternative to complying with the local government financial test requirements.

Insurance Claims - The County provides life, health, and disability benefits to its employees and their dependents through the Arizona Local Government Employee Benefit Trust currently composed of six member counties. The Trust provides the benefits through a self-funding agreement with its participants and administers the program. The County is responsible for paying the premium and requires its employees to contribute a portion of that premium. If it withdraws from the Trust, the County is responsible for any claims run-out costs, including claims reported but not settled, claims incurred but not reported, and administrative costs. If the Trust were to terminate, the County would be responsible for its proportional share of any Trust deficit.

Compensated Absences – Compensated absences are paid from various funds in the same proportion that these funds pay payroll costs. During the year ended June 30, 2008, the County paid for compensated absences as follows: 64% from the General Fund, 14% from the Public Works Fund, 1% from the Housing Services Fund, and 21% from Other Governmental Funds.

Note 9 – Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters; but was unable to obtain insurance at a cost it considered to be economically justifiable. Therefore, the County joined and is covered by three public entity risk pools: the Arizona Counties Property and Casualty Pool and the Arizona Counties Workers' Compensation Pool, which are described below, and the Arizona Local Government Employee Benefit Trust, which is described above.

The Arizona Counties Property and Casualty Pool is a public entity risk pool currently composed of 11 member counties. The pool provides member counties catastrophic loss coverage for risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters; and provides risk management services. Such coverage includes all defense costs as well as the amount of any judgment or settlement. The County is responsible for paying a premium based on its exposure in relation to the exposure of the other participants, and a deductible of $25,000 per occurrence for property claims and $25,000 per occurrence for liability claims. The County is also responsible for any payments in excess of the maximum coverage of $100 million per occurrence for property claims and $15 million per occurrence for liability claims. However, lower limits apply to certain categories of losses. A county must participate in the pool at least three years after becoming a member; however, it may withdraw after the initial three-year period. If the pool were to become insolvent, the County would be assessed an additional contribution.

The Arizona Counties Workers' Compensation Pool is a public entity risk pool currently composed of 11 member counties. The pool provides member counties with workers' compensation coverage, as required by law, and risk management

services. The County is responsible for paying a premium, based on an experience rating formula, that allocates pool expenditures and liabilities among the members.

The Arizona Counties Property and Casualty Pool and the Arizona Counties Workers' Compensation Pool receive independent audits annually and an audit by the Arizona Department of Insurance every 5 years. Both pools accrue liabilities for losses that have been incurred but not reported. These liabilities are determined annually based on an independent actuarial valuation.

Note 10 – Pensions and Other Postemployment Benefits

Plan Descriptions - The County contributes to the four plans described below. Benefits are established by state statute and the plans generally provide retirement, long-term disability, and health insurance premium benefits, including death and survivor benefits. The retirement benefits are generally paid at a percentage, based on years of service, of the retirees' average compensation. Long-term disability benefits vary by circumstance, but generally pay a percentage of the employee's monthly compensation. Health insurance premium benefits are generally paid as a fixed dollar amount per month towards the retiree's healthcare insurance premiums, in amounts based on whether the benefit is for the retiree or for the retiree and his or her dependents.

The *Arizona State Retirement System* (ASRS) administers a cost-sharing, multiple-employer defined benefit pension plan; a cost-sharing, multiple-employer defined benefit health insurance premium plan; and a cost-sharing, multiple-employer defined benefit long-term disability plan that covers employees of the State of Arizona and employees of participating political subdivisions and school districts. The ASRS is governed by the Arizona State Retirement System Board according to the provisions of A.R.S. Title 38, Chapter 5, Article 2.

The *Public Safety Personnel Retirement System* (PSPRS) administers an agent multiple-employer defined benefit pension plan and an agent multiple-employer defined benefit health insurance premium plan that covers public safety personnel who are regularly assigned hazardous duty as employees of the State of Arizona or participating political subdivisions. The PSPRS, acting as a common investment and administrative agent, is governed by a five member board, known as The Fund Manager, and the participating local boards according to the provisions of A.R.S. Title 38, Chapter 5, Article 4.

The *Corrections Officer Retirement Plan* (CORP) administers an agent multiple-employer defined benefit pension plan and an agent multiple-employer defined benefit health insurance premium plan that covers certain employees of the State of Arizona's Department of Corrections and Department of Juvenile Corrections, and county employees whose primary duties require direct inmate contact. The CORP is governed by The Fund Manager of PSPRS and the participating local boards according to the provisions of A.R.S. Title 38, Chapter 5, Article 6.

The *Elected Officials Retirement Plan* (EORP) administers a cost-sharing, multiple-employer defined benefit pension plan and a cost-sharing, multiple-employer defined benefit health insurance premium plan that covers State of Arizona and county elected officials and judges, and elected officials of participating cities. The EORP is governed by The Fund Manager of PSPRS according to the provisions of A.R.S. Title 38, Chapter 5, Article 3. Because the health insurance premium plan benefit of the EORP is not established as a formal trust, the EORP is reported in accordance with GASB Statement No. 45 as an agent multiple-employer defined benefit plan. Accordingly, the disclosures that follow reflect the EORP as if it were an agent multiple-employer defined benefit plan.

Each plan issues a publicly available financial report that includes its financial statements and required supplementary information. A report may be obtained by writing or calling the applicable plan.

ASRS
3300 North Central Avenue
P.O. Box 33910
Phoenix, AZ 85067-3910
(602) 240-2000 or 1-800-621-3778

PSPRS, CORP, and EORP
3010 East Camelback Road, Suite 200
Phoenix, AZ 85016-4416
(602) 255-5575

Funding Policy - The Arizona State Legislature establishes and may amend active plan members' and the County's contribution rates for the ASRS, PSPRS, CORP, and EORP.

Cost-sharing plans - For the year ended June 30, 2008, active ASRS members were required by statute to contribute at the actuarially determined rate of 9.6 percent (9.1 percent for retirement and 0.5 percent for long-term disability) of the members' annual covered payroll and the County was required by statute to contribute at the actuarially determined rate of 9.6 percent (8.05 percent for retirement, 1.05 percent for health insurance premium, and 0.5 percent for long-term disability) of the members' annual covered payroll.

The County's contributions for the current and 2 preceding years, all of which were equal to the required contributions, were as follows:

Year ended June 30	Retirement Fund	Health Benefit Supplement Fund	Long-Term Disability Fund
2008	$ 1,351,689	$ 176,307	$ 83,956
2007	1,279,239	177,907	84,718
2006	942,437	184,567	81,667

Agent plans - For the year ended June 30, 2008, active PSPRS members were required by statute to contribute 7.65 percent of the members' annual covered payroll and the County was required to contribute 20.03 percent, the aggregate of which is the actuarially required amount. The health insurance premium portion of the contribution rate was actuarially set at 0.78 percent of covered payroll. Active

CORP members (correction officers) were required by statute to contribute 7.96 percent of the members' annual covered payroll and the County was required to contribute 7.01 percent, the aggregate of which is the actuarially required amount. The health insurance premium portion of the contribution rate was actuarially set at 0.57 percent of covered payroll. Active CORP members (dispatchers) were required by statue to contribute 7.96 percent of the members' annual covered payroll and the County was required to contribute 5.61 percent, the aggregate of which is the actuarially required amount. The health insurance premium portion of the contribution rate was actuarially set at 0.45 percent of covered payroll. Active EORP members were required by statute to contribute 7.00 percent of the members' annual covered payroll; and the County was required to remit a designated portion of certain court fees plus additional contributions at the actuarially determined rate of 12.84 percent of the members' annual covered payroll. The health insurance premium portion of the contribution rate for normal cost was actuarially set at 1.05 percent of covered payroll.

Actuarial methods and assumptions - The contribution requirements for the year ended June 30, 2008, were established by the June 30, 2006, actuarial valuations, and those actuarial valuations were based on the following actuarial methods and assumptions.

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events in the future. Amounts determined regarding the funded status of the plans and the annual required contributions are subject to continual revision as actual results are compared to past expectations and new estimates are made. The required schedule of funding progress presented as required supplementary information provides multiyear trend information that shows whether the actuarial value of the plans' assets are increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Projections of benefits are based on 1) the plans as understood by the County and plans' members and include the types of benefits in force at the valuation date, and 2) the pattern of sharing benefit costs between the County and plans' members to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets. The significant actuarial methods and assumptions used are the same for all plans and related benefits (unless noted), and the actuarial methods and assumptions used to establish the fiscal year 2008 contribution requirements, are as follows:

Actuarial valuation date	June 30, 2006
Actuarial cost method	Projected unit credit
Amortization method	Level percent closed for unfunded actuarial accrued liability, open for excess
Remaining amortization period	30 years for unfunded actuarial accrued liability, 20 years for excess
Asset valuation method	Smoothed market value

Actuarial assumptions:	
Investment rate of return	8.50%
Projected salary increases	5.50% – 8.50% for PSPRS and CORP; 5.00% for EORP
Inflation rate	5.00%

Annual Pension/OPEB Cost - The County's pension/OPEB cost for the agent plans for the year ended June 30, 2008, and related information follows:

	PSPRS		CORP (Correction Officers)		CORP (Dispatchers)		EORP	
	Pension	Health Insurance	Pension	Health Insurance	Pension	Health Insurance	Pension	Health Insurance
Annual Pension/OPEB cost	$316,638	$35,079	$121,638	$22,109	$42,127	$9,972	$128,718	$11,463
Contributions made	316,638	13,843	121,638	-	42,127	-	$128,718	$11,463

Trend Information - Annual pension cost information for the current and 2 preceding years follows for each of the agent plans. Annual OPEB cost information for the current year (i.e., transition year) is as follows. Information about preceding years will be added over the next 2 years.

Plan	Year Ended June 30	Annual Pension/ OPEB Cost	Percentage of Annual Cost Contributed	Net Pension/ OPEB Obligation
PSPRS				
Pension	2008	$316,638	100%	-
Health Insurance	2008	35,079	39%	$ 21,236
Pension and Health Insurance	2007	246,045	100%	-
Pension and Health Insurance	2006	231,563	100%	-
CORP				
Correction Officers				
Pension	2008	121,638	100%	-
Health Insurance	2008	22,109	0%	22,109
Pension and Health Insurance	2007	96,332	100%	-
Pension and Health Insurance	2006	62,979	100%	-
CORP				
Dispatchers				
Pension	2008	42,127	100%	-
Health Insurance	2008	9,972	0%	9,972
Pension and Health Insurance	2007	34,777	100%	-
Pension and Health Insurance	2006	32,427	100%	-
EORP				
Pension	2008	128,718	100%	-
Health Insurance	2008	11,463	100%	-
Pension and Health Insurance	2007	113,227	100%	-
Pension and Health Insurance	2006	123,955	100%	-

Funded Status - *The* funded status of the plans as of the most recent valuation date, June 30, 2008, along with the actuarial assumptions and methods used in those valuations follow. The EORP, by statute, is a cost-sharing plan. However, because of its statutory construction, in accordance with GASB Statement No. 43, paragraphs 5 and 41, the EORP is reported for such purposes as an agent multiple-employer plan. The Fund Manager obtains an actuarial valuation for the EORP on its statutory basis as a cost-sharing plan and, therefore, actuarial information for the County, as a participating government, is not available.

	PSPRS		CORP (Correction Officers)		CORP (Dispatchers)	
	Pension	Health Insurance	Pension	Health Insurance	Pension	Health Insurance
Actuarial accrued liability (a)	$ 9,662,245	$ 385,905	$ 1,814,540	$ 81,543	$ 1,335,120	$ 80,671
Actuarial value of assets (b)	6,133,620	-	1,846,700	-	1,214,315	-
Unfunded actuarial accrued liability (a) – (b)	3,528,625	385,905	(32,160)	81,543	120,805	80,671
Funded ratio (b)/(a)	63.5%	0%	101.8%	0%	91.0%	0%
Covered payroll (c)	$ 2,138,950	$ 2,138,950	$ 2,189,021	$ 2,189,021	$ 755,451	$ 755,451
Unfunded actuarial accrued liability (funding excess) as a percentage of covered payroll ([(a) – (b)] / (c))	165.00%	18.04%	-	3.73%	16.00%	10.68%

The actuarial methods and assumptions used are the same for all plans and related benefits, and for the most recent valuation date, are as follows:

Actuarial valuation date	June 30, 2008
Actuarial cost method	Projected unit credit
Amortization method	Level percent closed for unfunded actuarial accrued liability, open for excess
Remaining amortization period	28 years for unfunded actuarial accrued liability, 20 years for excess
Asset valuation method	Smoothed market value
Actuarial assumptions:	
Investment rate of return	8.50%
Projected salary increases	5.50% – 8.50% for PSPRS and CORP; 5.00% for EORP
Inflation rate	5.50% for PSPRS and 5.00% for CORP and EORP

Note 11 – Interfund Balances and Activity

Interfund receivables and payables – Interfund balances at June 30, 2008, were as follows:

Payable From	Payable To: General Fund	Payable To: Nonmajor Governmental Funds	Total
General Fund	$ -	$ 1,368	$ 1,368
Public Works Fund	37,365	260,868	298,233
Housing Services Fund	519,000	-	519,000
Nonmajor Governmental Funds	597,059	-	597,059
Total	$1,153,424	$ 262,236	$ 1,415,660

Interfund balances resulted from time lags between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. All interfund balances are expected to be paid in one year.

Interfund transfers – Interfund transfers for the year ended June 30, 2008, were as follows:

Transfer From	Transfer To: General Fund	Transfer To: Housing Services Fund	Transfer To: Nonmajor Governmental Funds	Total
General Fund	$ -	$ 80,000	$ 1,835,033	$ 1,915,033
Public Works Fund	543,620	-	-	543,620
Nonmajor Governmental Funds	216,701	-	-	216,701
Total	$ 760,321	$ 80,000	$ 1,835,033	$ 2,675,354

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments are due, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Note 12 – County Treasurer's Investment Pool

Arizona Revised Statutes require community colleges, school districts, and other local governments to deposit certain public monies with the County Treasurer. The Treasurer has a fiduciary responsibility to administer those and the County's monies under her stewardship. The Treasurer invests, on a pool basis, all idle monies not specifically invested for a fund or program. In addition, the Treasurer determines the fair value of those pooled investments annually at June 30.

The County Treasurer's investment pool is not registered with the Securities and Exchange Commission as an investment company and there is no regulatory oversight of its operations. The pool's structure does not provide for shares, and the

County has not provided or obtained any legally binding guarantees to support the value of the participants' investments.

The Treasurer allocates interest earnings to each of the pool's participants.

Substantially all deposits and investments of the County's primary government are included in the County Treasurer's investment pool, except for $203,988 of deposits and $325,124 of cash and investments held by trustee. Therefore, the deposit and investment risks of the Treasurer's investment pool are substantially the same as the County's deposit and investment risks. See Note 4 for disclosure of the County's deposit and investment risks.

At June 30, 2008, the carrying amount of the County Treasurer's operating accounts on deposit was $(549,284).

Details of each investment classification follow:

Investment Type	Principal	Interest Rates	Maturities	Fair Value
U.S. government securities	$ 84,570,662	2.30-5.25%	7/16/08-2/01/11	$ 84,625,796
Repurchase Agreement	4,355,218	Unknown	7/01/08	4,355,218

A condensed statement of the investment pool's net assets and changes in net assets follows:

Statement of Net Assets	
Assets	$ 88,431,730
Liabilities	-
Net assets	$ 88,431,730
Net assets held in trust for:	
Internal participants	$ 27,687,122
External participants	60,744,608
Total net assets held in trust	$ 88,431,730
Statement of Changes in Net Assets	
Total additions	$ 202,146,331
Total deductions	188,395,180
Net increase	13,751,151
Net assets held in trust July 1, 2007	74,680,579
June 30, 2008	$ 88,431,730

Note 13 – Subsequent Event

In October 2009, the County issued $1,140,000 in pledged revenue obligations, series 2009 with interest rates ranging from 3 to 5 percent to refund the outstanding certificates of participation, series 1999. In addition, the County issued $6,860,000 in pledged revenue obligations, series 2009 with interest rates ranging from 3 to 5 percent to purchase the Payson administration building and heavy equipment and finance renovation costs for the women's jail facility, public works facility, county main administration building and maintenance shop. These pledged revenue obligations are secured by pledges of a half cent County sales tax.

Other Required Supplementary Information

Gila County
Required Supplementary Information
Schedule of Agent Retirement Plans' Funding Progress
June 30, 2008

Actuarial Valuation Date	Actuarial Value of Plan Assets (a)	Actuarial Accrued Liability (b)	Funding (Liability) Excess (a-b)	Funded Ratio (a/b)	Annual Covered Payroll (c)	Unfunded Liability as Percentage of Covered Payroll ([a-b]/c)
Public Safety Personnel Retirement System						
Pension						
6/30/2008	$ 6,133,620	$ 9,662,245	$ (3,528,625)	63.50%	$ 2,138,950	165.00%
Health Insurance						
6/30/2008	-	385,905	(385,905)	0.00%	2,138,950	18.04%
Pension and Health Insurance						
6/30/2007	5,670,728	8,896,666	(3,225,938)	63.70%	1,814,801	177.80%
6/30/2006	6,272,366	8,250,167	(1,977,801)	76.03%	1,636,540	120.90%
Correction Officers Retirement Plan						
Corrections Officers						
Pension						
6/30/2008	$ 1,846,700	$ 1,814,540	$ 32,160	101.80%	$ 2,189,021	N/A
Health Insurance						
6/30/2008	-	81,543	(81,543)	0.00%	2,189,021	3.73%
Pension and Health Insurance						
6/30/2007	1,510,068	1,617,012	(106,944)	93.40%	2,193,427	4.90%
6/30/2006	1,335,104	1,262,314	72,790	105.80%	1,843,708	N/A
Dispatchers						
Pension						
6/30/2008	$ 1,214,315	$ 1,335,120	$ (120,805)	91.00%	$ 755,451	16.00%
Health Insurance						
6/30/2008	-	80,671	(80,671)	0.00%	755,451	10.68%
Pension and Health Insurance						
6/30/2007	1,064,231	1,177,455	(113,224)	90.40%	804,833	14.10%
6/30/2006	954,549	910,955	43,594	104.80%	630,779	N/A

Gila County
Required Supplementary Information
Notes to Schedule of Agent Retirement Plans' Funding Progress
June 30, 2008

Note 1 – Actuarial Information Available

For valuation years prior to 2008, which was prior to the implementation of GASB Statement Nos. 43 and 45, the actuarial measurements were made in the aggregate as to pension and health insurance benefits. In future years when GASB Statement Nos. 43 and 45 measurements are made and reported, the pension and health insurance benefits information will be disaggregated and reported separately. The EORP, by statute, is a cost-sharing plan. However, because of its statutory construction, in accordance with GASB Statement No. 43, paragraphs 5 and 41, the EORP is reported for such purposes as an agent multiple-employer plan. The Fund Manager obtains an actuarial valuation for the EORP on its statutory basis as a cost-sharing plan and, therefore, actuarial information for the County, as a participating government, is not available.

Gila County
Required Supplementary Information
Budgetary Comparison Schedule
General Fund
Year Ended June 30, 2008

	Original/ Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Revenues:			
Taxes	$ 21,715,113	$ 21,908,587	$ 193,474
Licenses and permits	826,800	671,029	(155,771)
Intergovernmental	11,649,570	10,805,105	(844,465)
Charges for services	3,035,000	4,390,520	1,355,520
Fines and forfeits	640,000	514,827	(125,173)
Investment income	225,000	348,806	123,806
Miscellaneous	27,175	43,747	16,572
Total revenues	38,118,658	38,682,621	563,963
Expenditures:			
Current:			
General government			
Administrative Services	137,906	112,275	25,631
Assessor	956,100	978,074	(21,974)
Board of Supervisors	874,293	1,056,328	(182,035)
Community Development	1,368,156	1,376,222	(8,066)
Computer Services	810,788	748,600	62,188
Computer Upgrade		78,442	(78,442)
Constituent Services	300,000	263,101	36,899
Economic Development	125,000	270,000	(145,000)
Elections	226,750	378,905	(152,155)
Facilities Management	1,001,369	981,562	19,807
Finance	603,852	532,933	70,919
General Administration	793,460	704,949	88,511
Natural Resources	100,000	44,352	55,648
Noncapitalized Projects		275,788	(275,788)
Payroll Costs	235,000	27,158	207,842
Personnel	237,344	254,275	(16,931)
Professional Services	326,243	290,428	35,815
Purchasing	76,677	76,801	(124)
Recorder	675,397	588,898	86,499
Rural Addressing	123,919	114,362	9,557
Treasurer	467,755	444,105	23,650
Water Supply Development	150,000	10,271	139,729

(Continued)

See accompanying notes to budgetary comparison schedule.

Gila County
Required Supplementary Information
Budgetary Comparison Schedule
General Fund
Year Ended June 30, 2008

	Original/ Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Judicial Services			
County Attorney	1,859,741	1,910,109	(50,368)
County Attorney - Child Support	883,039	691,909	191,130
Constable - Globe	113,270	111,003	2,267
Constable - Payson	156,678	147,370	9,308
Justice Court - Globe	612,600	592,117	20,483
Justice Court - Payson	545,504	521,667	23,837
Indigent Legal Defense	1,196,278	1,122,221	74,057
Clerk of the Superior Court	1,251,717	1,156,329	95,388
Superior Court - Division I	242,187	231,398	10,789
Superior Court - Division II	219,169	220,961	(1,792)
Superior Court - General	918,519	863,054	55,465
Court System Multi-Information Systems	369,369	360,044	9,325
Total general government	17,958,080	17,536,011	422,069
Public safety			
County Sheriff	8,183,996	8,736,870	(552,874)
County Sheriff - Facilities Management	299,351	268,578	30,773
Emergency Services	435,125	277,512	157,613
Flood Plain Management	237,258	177,905	59,353
Juvenile Detention	1,329,718	1,087,018	242,700
Probation	954,155	916,301	37,854
9-1-1	416,910	445,474	(28,564)
Total public safety	11,856,513	11,909,658	(53,145)
Welfare			
AHCCCS Contributions	3,834,100	3,839,180	(5,080)
Indigent Health	25,000	18,102	6,898
Community Agencies	246,500	159,500	87,000
Public Fiduciary	419,276	415,774	3,502
Total welfare	4,524,876	4,432,556	92,320
Sanitation			
Solid Waste Management	2,619,000	1,278,248	1,340,752
Culture and recreation			
Fairgrounds	266,177	243,638	22,539

(Continued)

See accompanying notes to budgetary comparison schedule.

Gila County
Required Supplementary Information
Budgetary Comparison Schedule
General Fund
Year Ended June 30, 2008

	Original/ Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Education			
School Superintendent	377,924	379,076	(1,152)
Special School Reserve	15,000	-	15,000
Total education	392,924	379,076	13,848
Reserve	564,000	-	564,000
Contingency	1,500,000	-	1,500,000
Capital outlay	791,000	1,150,779	(359,779)
Debt service:			
Principal retirement	325,000	783,076	(458,076)
Interest and fiscal charges	-	115,645	(115,645)
Total debt service	325,000	898,721	(573,721)
Total expenditures	40,797,570	37,828,687	2,968,883
Excess (deficiency) of revenues over expenditures	(2,678,912)	853,934	3,532,846
Other financing sources (uses)			
Proceeds from sale of capital assets	-	24,321	24,321
Transfers in	754,706	760,321	5,615
Transfers out	(1,340,794)	(1,915,033)	(574,239)
Net other financing sources (uses)	(586,088)	(1,130,391)	(544,303)
Net change in fund balances	(3,265,000)	(276,457)	2,988,543
Fund balances, beginning of year	3,265,000	12,134,364	8,869,364
Fund balances, end of year	$ -	$ 11,857,907	$ 11,857,907

See accompanying notes to budgetary comparison schedule.

Gila County
Required Supplementary Information
Budgetary Comparison Schedule
Public Works Fund
Year Ended June 30, 2008

	Original/ Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Revenues:			
Taxes	$ 3,534,096	$ 3,391,644	$ (142,452)
Licenses and permits	7,000	8,471	1,471
Intergovernmental	6,026,000	5,377,650	(648,350)
Charges for services	-	99,915	99,915
Investment income	320,000	328,196	8,196
Total revenues	9,887,096	9,205,876	(681,220)
Expenditures:			
Current:			
Highways and streets			
Administrative services	797,599	696,690	100,909
Engineering services	1,246,575	831,350	415,225
Survey department	449,488	224,713	224,775
Road maintenance and repair	5,112,455	3,049,697	2,062,758
Maintenance shops	2,036,263	1,080,985	955,278
Emergency reserve	1,223,987	-	1,223,987
Total highways and streets	10,866,367	5,883,435	4,982,932
Capital outlay	7,220,729	1,209,490	6,011,239
Debt service			
Principal retirement	-	810,985	(810,985)
Interest and fiscal charges	-	30,612	(30,612)
Total debt service	-	841,597	(841,597)
Total expenditures	18,087,096	7,934,522	10,152,574
Excess (deficiency) of revenues over expenditures	(8,200,000)	1,271,354	9,471,354
Other financing sources (uses):			
Proceeds from sale of capital assets	-	10,604	10,604
Transfers out	-	(543,620)	(543,620)
Total other financing sources (uses)	-	(533,016)	(533,016)
Net change in fund balances	(8,200,000)	738,338	8,938,338
Fund balances, beginning of year	8,200,000	8,008,486	(191,514)
Fund balances, end of year	$ -	$ 8,746,824	$ 8,746,824

See accompanying notes to budgetary comparison schedule.

Gila County
Required Supplementary Information
Budgetary Comparison Schedule
Housing Services Fund
Year Ended June 30, 2008

	Original/ Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Revenues:			
Intergovernmental	$ 389,882	$ 722,595	$ 332,713
Donations and contributions	-	16,959	16,959
Investment income	-	25	25
Total revenues	389,882	739,579	349,697
Expenditures:			
Welfare	389,882	935,669	(545,787)
Total expenditures	389,882	935,669	(545,787)
Deficiency of revenues over expenditures	-	(196,090)	196,090
Other financing sources:			
Transfers in	-	80,000	80,000
Total other financing sources	-	80,000	80,000
Net change in fund balances	-	(116,090)	(116,090)
Fund balances, beginning of year	-	(106,178)	(106,178)
Fund balances, end of year	$ -	$ (222,268)	$ (222,268)

See accompanying notes to budgtary comparison schedule.

Gila County
Required Supplementary Information
Notes to Budgetary Comparison Schedules
June 30, 2008

Note 1 - Budgeting and Budgetary Control

Arizona Revised Statutes (A.R.S.) requires the County to prepare and adopt a balanced budget annually for each governmental fund. The Board of Supervisors must approve such operating budgets on or before the third Monday in July to allow sufficient time for the legal announcements and hearings required for the adoption of the property tax levy on the third Monday in August. A.R.S. prohibits expenditures or liabilities in excess of the amounts budgeted.

Expenditures may not legally exceed appropriations at the department level. In certain instances, transfers of appropriations between departments or from the contingency account to a department may be made upon approval of the Board of Supervisors.

Note 2 – Expenditures in Excess of Appropriations

For the year ended June 30, 2008, expenditures exceeded final budget amounts at the department level (the legal level of budgetary control) as follows:

Fund/Department	Excess
General Fund:	
Assessor	$ 21,974
Board of Supervisors	182,035
Community Development	8,066
Computer Upgrade	78,442
Economic Development	145,000
Elections	152,155
Noncapitalized Projects	275,788
Personnel	16,931
Purchasing	124
County Attorney	50,368
Superior Court – Division II	1,792
County Sheriff	552,874
9-1-1	28,564
AHCCCS Contributions	5,080
School Superintendent	1,152
Capital outlay	359,779
Principal retirement	458,076
Interest and fiscal charges	115,645
Transfers out	574,239
Public Works Fund:	
Principal retirement	810,985
Interest and fiscal charges	30,612
Transfers out	543,620
Housing Services Fund:	
Welfare	545,787

Gila County
Required Supplementary Information
Notes to Budgetary Comparison Schedules
June 30, 2008

These amounts are due to unanticipated expenditures and departments exceeding the budget. The Finance Department will continue to work with departments to improve the accuracy of the budget and improve budget control. Material unbudgeted expenditures will be referred to the board of supervisors for approval of a budget transfer from contingency or other appropriate funds.

Supplementary Information

Gila County
Supplementary Information
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number	Expenditures
U.S. Department of Agriculture			
Passed through the Arizona Department of Health Services			
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	HG361075, HG861141-0	$ 182,364
Commodity Supplemental Food Program	10.565	HG361101, HG861159	4,832
Passed through the Arizona State Treasurer			
Schools and Roads–Grants to States	10.665	None	78,523
Collaborative Forest Restoration	10.679	05-DG-11030121-006	3,294
Total U.S. Department of Agriculture			269,013
U.S. Department of Housing and Urban Development			
Section 8 Housing Choice Vouchers	14.871		276,134
Passed through the Arizona Department of Commerce			
Community Development Block Grants/State's Program	14.228	125-07, 179-06	213,180
Passed through the Arizona Department of Economic Security			
Emergency Shelter Grants Program	14.231	E6306015	6,758
Passed through the Arizona Department of Housing			
Home Investment Partnerships Program	14.239	313-04, 309-06	76,984
Total U.S. Department of Housing and Urban Development			573,056
U.S. Department of Justice			
Passed through the Arizona Criminal Justice Commission			
Crime Victim Compensation	16.576	VC-08-052	11,194
Edward Byrne Memorial Justice Assistance Grant Program	16.738	PC-08-080	25,699
Total U.S. Department of Justice			36,893

(Continued)

See accompanying notes to schedule.

Gila County
Supplementary Information
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number	Expenditures
U.S. Department of Labor			
Passed through the Arizona Department of Economic Security			
Workforce Investment Act Cluster:			
WIA Adult Program	17.258	E5706004, DE070295001	$ 589,649
WIA Youth Activities	17.259	E5706004, DE070295001	687,569
WIA Dislocated Workers	17.260	E5706004, DE070295001	851,169
Total Workforce Investment Act Cluster			2,128,387
Incentive Grants - WIA Section 503	17.267	DE071137, DE081027001	9,904
Total U.S. Department of Labor			2,138,291
U.S. Department of Transportation			
Passed through the Arizona Department of Transportation			
Gila County Gateway Enhancement	20.Unknown	TEA-GGI-0(200)B	102,051
Passed through the Arizona Department of Emergency Services and Military Affairs			
Interagency Hazardous Materials Public Sector Training and Planning Grants	20.703	None	879
Total U.S. Department of Transportation			102,930
U.S. Environmental Protection Agency			
Passed through the Arizona Department of Environmental Quality			
Nonpoint Source Implementation Grants	66.460	EV05-0028 (8-005)	215,345
Total U.S. Environmental Protection Agency			215,345

(Continued)

See accompanying notes to schedule.

Gila County
Supplementary Information
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number	Expenditures
U.S. Institute of Museum and Library Services			
Passed through the Arizona State Library, Archives and Public Records			
Grants to States	45.310	None	$ 5,562
Total U.S. Institute of Museum and Library Services			5,562
U.S. Department of Energy			
Passed through the Arizona Department of Commerce			
Weatherization Assistance for Low-Income Persons	81.042	C062-07, C076-06	99,287
Total U.S. Department of Energy			99,287
U.S. Department of Education			
Passed through the Arizona Department of Education			
Adult Education—Basic Grants to States	84.002	V002A070003	46,620
Title I Grants to Local Educational Agencies	84.010	S010A07003	88,566
Fund for the Improvement of Education	84.215	U215605660	14,506
Education Technology State Grants	84.318	S318X070003	80,580
English Language Acquisition Grants	84.365	T365A070003	1,583
Rural Education	84.358	S358A066764, S358B070003	22,541
Mathematics and Science Partnerships	84.366	S366B070003	357,456
Passed through the Arizona Supreme Court			
Title I Program for Neglected and Delinquent Children	84.013	28206, 29823	24,197
Safe and Drug-Free Schools and Communites - State Grants	84.186	28206, 29823	92

(Continued)

See accompanying notes to schedule.

Gila County
Supplementary Information
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number		Expenditures
U.S. Department of Education (Concluded)				
Passed through the Arizona Supreme Court				
State Grants for Innovative Programs	84.298	28206, 29823	$ 235	
Passed through the Arizona Department of Education				
State Grants for Innovative Programs	84.298	28206, 29823	112	
Total State Grants for Innovative Programs				347
Special Education–Grants to States	84.027	H027A050007, H027A060007, H027A070007	14,252	
Passed through the Arizona Supreme Court				
Special Education–Grants to States	84.027	28206, 29823	13,535	
Total Special Education–Grants to States				27,787
Improving Teacher Quality State Grants	84.367	28206	9,122	
Passed through the Arizona Department of Education				
Improving Teacher Quality State Grants	84.367	S367A40049	41,849	
Total Improving Teacher Quality State Grants				50,971
Passed through the Arizona Department of Economic Security				
Rehabilitation Services–Vocational Rehabilitation Grants to States	84.126	DE070366-001		35,234
Total U.S. Department of Education				750,480
U.S. Department of Health and Human Services				
Passed through the Arizona Department of Health Services				
Immunization Grants	93.268	HG352192		50,971
Public Health Emergency Preparedness	93.069	252042, HG754195		394,748
HIV Prevention Activities–Health Department Based	93.940	HG35224-0, HG852277-0		11,427

(Continued)

See accompanying notes to schedule.

Gila County
Supplementary Information
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number		Expenditures
U.S. Department of Health and Human Services (Concluded)				
Preventive Health and Health Services Block Grant	93.991	HG354179		28,238
Maternal and Child Health Services Block Grant to the States	93.994	HG461413-014		200
Passed through the Arizona Department of Economic Security				
Temporary Assistance for Needy Families	93.558	E6306015		150,000
Child Support Enforcement	93.563	DES06725-1		1,022,097
Low-Income Home Energy Assistance	93.568	E6306015		74,025
Community Services Block Grant	93.569	E6306015		176,930
Social Services Block Grant	93.667	E6306015		9,964
HIV Care Formula Grants	93.917	HP652141-001-2, HP652141-001-0		68,850
Passed through the Arizona Secretary of State				
Voting Access for Individuals with Disabilities–Grants to States	93.617	None		5,121
Total U.S. Department of Health and Human Services				1,992,571
U.S. Department of Homeland Security				
Passed through the Arizona Department of Emergency Services and Military Affairs				
Homeland Security Grant Program Cluster:				
Law Enforcement Terrorism Prevention Program	97.074	2006-GE-T6-0007		184,083
Homeland Security Grant Program	97.067	2005-GE-T5-0030, 2006-GE-T6-0007	85,226	
Passed through the Arizona Department of Homeland Security				
Homeland Security Grant Program	97.067	07-AZDDHS-HSGP-333300-02		
		07-AZDDHS-HSGP-333300-03	30,000	
Total Homeland Security Grant Program				115,226
Total Homeland Security Grant Program Cluster				299,309
Emergency Food and Shelter National Board Program	97.024	26-024800-7, 25-024800-7		5,600
Emergency Management Performance Grants	97.042	None		102,090
Total U.S. Department of Homeland Security				406,999
Total Expenditures of Federal Awards				$6,590,427

See accompanying notes to schedule.

Gila County
Supplementary Information
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2008

Note 1 - Basis of Accounting

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of Gila County and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Note 2 - Catalog of Federal Domestic Assistance (CFDA) Numbers

The program titles and CFDA numbers were obtained from the 2008 *Catalog of Federal Domestic Assistance*. When there was no federal contract number, the two-digit federal agency identifier, a period, and the word "unknown" were used.

Note 3 - Subrecipients

From the federal expenditures presented in the schedule, the County awarded the following to subrecipients.

Program Title	CFDA Number	Amount Paid to Subrecipient
Workforce Investment Act - Adult and Youth Programs	17.258 & 17.259	$1,126,478

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CERTIFIED PUBLIC ACCOUNTANTS

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(1931 - 1992)

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Basic Financial Statements Performed in Accordance with *Government Auditing Standards*

The Auditor General of the State of Arizona

The Board of Supervisors of
Gila County, Arizona

We have audited the financial statements of the governmental activities, each major fund, and aggregate remaining fund information of Gila County as of and for the year ended June 30, 2008, which collectively comprise the County's basic financial statements, and have issued our report thereon dated February 26, 2010. Our report was modified as to consistency because of the implementation of Governmental Accounting Standards Board Statement Nos. 45 and 50. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses. However, as discussed below, we identified certain deficiencies in internal control over financial reporting that we consider to be significant deficiencies.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the County's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the County's basic financial statements that is more than inconsequential will not be prevented or detected by the County's internal control. We consider items **08-01** through **08-14** and **08-17** described in the accompanying Schedule of Findings and Questioned Costs to be significant deficiencies in internal control over financial reporting.

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A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the basic financial statements will not be prevented or detected by the County's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies and, accordingly, would not necessarily disclose all significant deficiencies that are also considered to be material weaknesses. However, of the significant deficiencies described above, we consider items **08-12** through **08-14** and **08-17** to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance that are required to be reported under *Government Auditing Standards*, and which are described in the accompanying Schedule of Findings and Questioned Costs as items **08-15** and **08-16**.

Gila County's responses to the findings identified in our audit are presented on pages 75 through 79. We did not audit the County's responses and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of the members of the Arizona State Legislature, the Auditor General of the State of Arizona, the Board of Supervisors, management, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record, and its distribution is not limited.

Miller, Allen & Co., P.C.

February 26, 2010

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Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control over Compliance in Accordance with OMB Circular A-133

The Auditor General of the State of Arizona

The Board of Supervisors of
Gila County, Arizona

Compliance

We have audited the compliance of Gila County with the types of compliance requirements described in the *U. S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2008. The County's major federal programs are identified in the Summary of Auditor's Results section of the accompanying Schedule of Findings and Questioned Costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the County's compliance with those requirements.

In our opinion, Gila County complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2008. However, the results of our auditing procedures disclosed instances of noncompliance with those requirements that are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying Schedule of Findings and Questioned Costs as items **08-18** through **08-22**.

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Internal Control over Compliance

The County's management is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the County's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in the County's internal control that might be significant deficiencies or material weaknesses as defined below. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies.

A control deficiency in the County's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the County's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the County's internal control. We consider items **08-18** through **08-22** described in the accompanying Schedule of Findings and Questioned Costs to be significant deficiencies in internal control over compliance.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the County's internal control. We did not consider any of the deficiencies described in the accompanying Schedule of Findings and Questioned Costs to be material weaknesses.

Gila County's responses to the findings identified in our audit are presented on pages 80 and 81. We did not audit the County's responses and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of the members of the Arizona State Legislature, the Auditor General of the State of Arizona, the Board of Supervisors, management, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record, and its distribution is not limited.

Miller, Allen & Co., P.C.

February 26, 2010

Gila County
Schedule of Findings and Questioned Costs
Year Ended June 30, 2008

Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	**Unqualified**	
	YES	NO
Material weaknesses identified in internal control over financial reporting?	X	
Significant deficiencies identified not considered to be material weaknesses?	X	
Noncompliance material to the financial statements noted?		X

Federal Awards

Material weaknesses identified in internal control over major programs?		X
Significant deficiencies identified not considered to be material weaknesses?	X	
Type of auditor's report issued on compliance for major programs:	**Unqualified**	
Any audit findings disclosed that are required to be reported in accordance with Circular A-133 (section .510[a])?	X	

Identification of major programs:

Workforce Investment Act Cluster	
17.258	WIA Adult Program
17.259	WIA Youth Activities
17.260	WIA Dislocated Workers
93.069	Public Health Emergency Preparedness
93.563	Child Support Enforcement
84.366	Mathematics and Science Partnerships

Dollar threshold used to distinguish between Type A and Type B programs:	$300,000	
Auditee qualified as low-risk auditee?		X

Other Matters

Auditee's Summary Schedule of Prior Audit Findings required to be reported in accordance with Circular A-133 (section .315[b])?	X	

Financial Statement Findings

***Item*: 08-1** (Repeat Finding)

Subject: Cash

Criteria: Checks that have not been presented for payment within one year of issuance should be added back to check register. An attempt should be made to contact payee to determine why check was not cashed and a replacement check should be issued.

Condition: The County has checks that are included on outstanding check lists that have been outstanding since 1997.

Cause: The County does not follow the requirements of the Uniform Accounting Manual for Arizona Counties (UAMAC).

Effect: The risks of financial statement misrepresentation and the misappropriation of assets are increased.

Recommendation: The policies and procedures prescribed in the UAMAC should be followed.

***Item*: 08-2** (Repeat Finding)

Subject: Cash

Criteria: Bank accounts should be reconciled monthly.

Condition: At fiscal year end the County finance department prepares a schedule of all bank accounts held by County departments. The schedule is used to prepare a journal entry to record cash in bank at fiscal year end. The schedule is compiled using bank reconciliations prepared by the Departments. Several bank accounts included on the schedule did not have reconciliations performed or the reconciliations were performed incorrectly.

Cause: The County does not follow the requirements of the Uniform Accounting Manual for Arizona Counties (UAMAC).

Effect: Incorrect balances were included in the general ledger.

Recommendation: The policies and procedures prescribed in the UAMAC should be followed.

***Item*: 08-3** (Repeat Finding)

Subject: Cash Disbursements – School Superintendent's Office

Criteria: After warrants are issued, invoices should be cancelled to prevent duplicate payments.

Condition: The School Superintendent's Office does not cancel invoices.

Cause: The School Superintendent's Office procedure is to attach a copy of the warrant to the invoice.

Effect: Invoices could be resubmitted for duplicate payment.

Recommendation: To help ensure that invoices are not resubmitted for duplicate payment all invoices should be cancelled by stamping the payment date and recording the warrant number on the invoice.

***Item*: 08-4** (Repeat Finding)

Subject: Capital Assets

Criteria: A complete physical inventory of capital assets should be taken at least once every two years for equipment costing $5,000 or more.

Condition: A physical inventory of capital assets has not been performed in the last two years.

Cause: The County does not have procedures in place to ensure that a physical inventory is performed as required.

Effect: Capital assets might not be properly controlled and accounted for.

Recommendation: The County should adopt policies and procedures that require physical inventories to be performed in a timely manner.

***Item*: 08-5** (Repeat Finding)

Subject: Capital Assets

Criteria: The County's capital assets list should include the following information:

1. Location
2. Identification number
3. Description
4. Method of acquisition
5. Source of funding
6. Acquisition date
7. Purchase document number
8. Cost

Condition: The County's capital assets list does not include method of acquisition.

Cause: The County does not follow the Uniform Accounting Manual for Arizona Counties (UAMAC).

Effect: The County's capital assets list is incomplete.

Recommendation: The County should follow the procedures outlined in the UAMAC or adopt policies and procedures that meet the same level of internal controls for capital assets.

***Item*: 08-6**

Subject: Cash Receipts – School Superintendent's Office and Accommodation School

Criteria: The duties related to cash receipts should be separate.

Condition: A single employee, at both locations, receives and records cash receipts in the general ledger, this includes preparing the treasurer's receipt and depositing the receipts at the Treasurer's office.

Cause: Policies and procedures have not been established.

Effect: The lack of a proper segregation of duties increases the risk that mistakes or errors will not be detected in a timely manner.

Recommendation: The School Superintendent's office and Accommodation School should adopt policies and procedures that require cash receipts to be received by an employee with no general ledger duties and that the employee maintain a log to record all cash receipts received. Another employee with no cash handling or general ledger duties could reconcile the deposits to the log.

***Item*: 08-7**

Subject: Journal Entries – School Superintendent's Office

Criteria: Journal entries should be reviewed and approved prior to being posted to the general ledger.

Condition: Journal entries are prepared and posted to the general ledger by the same employee.

Cause: Policies and procedures have not been established.

Effect: Improper entries could be made to the general ledger and the error would not be detected in a timely manner.

Recommendation: To ensure that journal entries are being properly prepared and posted, policies should be implemented that require that all journal entries are reviewed and approved prior to posting.

***Item*: 08-8**

Subject: Payroll

Criteria: Employee personnel files should include voluntary deduction authorization forms.

Condition: The personnel files for 5 of 24 employees tested did not have the employee's request for direct deposit forms.

Cause: The forms were not replaced when the personnel files were damaged by water.

Effect: The requirement of the Uniform Accounting Manual for Arizona Counties (UAMAC) was not followed.

Recommendation: To ensure that the requirements of the UAMAC are followed all voluntary employee deductions should be supported by a form signed by the employee.

***Item*: 08-9**

Subject: Payroll - School Superintendent's Office and Accommodation Schools

Criteria: The payroll and personnel functions should be separate.

Condition: The payroll clerk performs the personnel department functions.

Cause: There are not enough employees to perform the separate functions, therefore, the payroll clerk's supervisor reviews payroll for propriety.

Effect: If the review is not regularly performed a fictitious employee could be created and the fraud would not be found and corrected in a timely manner.

Recommendation: An employee with no payroll duties should input all personnel related data into the system and the payroll clerk should have "read only" access to the personnel data.

***Item*: 08-10**

Subject: Payroll - School Superintendent's Office and Accommodation Schools

Criteria: Employee personnel files should include employment contracts or payroll authorization forms.

Condition: The personnel files for 5 of 8 employees tested did not have the current employment contracts or payroll authorization forms.

Cause: Policies and procedures were not in place to ensure that the required documentation was in the employee's personnel files.

Effect: The requirement of the Uniform Accounting Manual for Arizona Counties (UAMAC) was not followed and employees could be paid incorrectly.

Recommendation: To ensure that the requirements of the UAMAC are followed the departments should establish proper procedures to require approved contracts and payroll authorization forms to be included in personnel files.

***Item*: 08-11**

Subject: Information Technology

Criteria: Policies and procedures should be followed in the event that the County's computer system fails and when software updates are installed on the County's computer system.

Condition: The County has not prepared policies and procedures to follow to recover lost data or to update software.

Cause: Policies and procedures have not been established for the County's information technology.

Effect: The requirement of the Uniform Accounting Manual for Arizona Counties (UAMAC) has not been followed as the County has not prepared a disaster recovery plan. In addition, the risk of incorrectly performing a system update increases when there are no guidelines to follow.

Recommendation: To ensure that the requirements of the UAMAC are followed a disaster recovery plan should be prepared and policies and procedures should be established for the update of computer software.

***Item*: 08-12** (Repeat Finding)

Subject: General Ledger

Criteria: Interfund payables and receivables should be reconciled between funds.

Condition: Interfund payables and receivables are not reconciled.

Cause: The County does not have policies and procedures that require that the interfund payables and receivables be reconciled.

Effect: The interfund payables and receivables do not equal. The County corrected the deficiencies prior to audit of financial statements.

Recommendation: The County should implement policies and procedures that require interfund payables and receivables to be reconciled periodically to ensure that all transactions are being recognized in the accounting records.

***Item*: 08-13** (Repeat Finding)

Subject: General Ledger

Criteria: Subsidiary accounting ledgers maintained by County departments should be reconciled to the County's general ledger.

Condition: Subsidiary ledgers maintained by County departments are not reconciled to the County's general ledger.

Cause: The County does not have policies and procedures that require that the subsidiary accounting ledgers be reconciled to the County's general ledger.

Effect: Numerous close-out adjustments were necessary to properly record cash held by other departments, accrued liabilities, capital assets, long-term debt and the related principal and interest payments, and fund balances.

Recommendation: The County should implement policies and procedures that require subsidiary accounting ledgers to be reconciled to the County's general ledger.

***Item*: 08-14** (Repeat Finding)

Subject: Accounting and Financial Reporting

Criteria: The County should establish adequate internal control policies and procedures to ensure all funds and accounts are included and classified properly on its financial statements and accounting reports.

Condition: The County does not have adequate internal control policies and procedures to ensure all funds and accounts are included and classified properly on its financial statements to comply with GASB 14.

Cause: Many departments maintain their own accounting records and an employee was not assigned to understand GASB 14 to review existing and new funds and accounts prior to recording them in the County's general ledger.

Effect: The County's general ledger, the source for the financial statements, did not include many funds administered by the County School Superintendent's Office and incorrectly included several outside organizations that were not part of the County's jurisdictions. The County corrected the deficiencies prior to the audit of its financial statements.

Recommendation: To comply with GASB 14, the County should establish policies and procedures to ensure all departments' records are reported on the County's general ledger. Further, the County should assign an employee to review the departments' records and the purpose of all existing and new funds to determine proper accounting and financial reporting.

***Item*: 08-15** (Repeat Finding)

Subject: Budgeting

Criteria: The County's assessed primary and secondary property taxation, plus all estimated sources of revenue and unencumbered balances from the preceding fiscal year, must equal budgeted expenditures for the current fiscal year, as required by Arizona Revised Statutes (A.R.S.) §42-17051(A).

Condition: The County's budgeted beginning fund balance for the General Fund, for the fiscal year ended June 30, 2008 was $3,265,000, which was $8,869,364 less than the actual ending fund balance for the General Fund at June 30, 2007.

Cause: The County does not have internal controls in place to ensure that budgets are prepared properly.

Effect: Property tax levies could be calculated incorrectly due to the County not being in compliance with Arizona Revised Statutes.

Recommendation: To comply with A.R.S. §42-17051(A), the County should establish policies and procedures to ensure that budgets are prepared as required.

***Item*: 08-16** (Repeat Finding)

Subject: Budgeting

Criteria: The County's budget must include estimates of expenditures for all County departments and the County must not spend monies that are not included in the Budget as required by Arizona Revised Statutes (A.R.S.) §42-17102(B)(1) and §42-17106(A)(1), respectively.

Condition: The County's budget does not include all of the funds maintained by the School Superintendent.

Cause: The County does not have internal controls in place to ensure that budgets are prepared properly.

Effect: There is a lack of fiscal oversight by the County.

Recommendation: To comply with A.R.S. §42-17102(B)(1) and §42-17106(A)(1), the County should establish policies and procedures to ensure that budgets are prepared as required.

***Item*: 08-17**

Subject: Prior Period Adjustment

Criteria: The County should establish adequate internal control policies and procedures to ensure that all capital assets and the related accumulated depreciation are properly recorded.

Condition: The County made errors in prior years' when recording certain capital assets and the related accumulated depreciation for those assets, resulting in a prior period adjustment totaling $221,358.

Cause: The County did not have adequate internal control policies in place.

Effect: Capital assets were not properly safeguarded as the County's capital assets list was not properly maintained.

Recommendation: To ensure that capital assets are properly safeguarded policies and procedures should be established that require all capital assets and the related accumulated depreciation to be properly recorded in the County's capital assets list.

Federal Award Findings and Questioned Costs

***Item*: 08-18**

CFDA Number: 93.563

Program: Child Support Enforcement

Agency: U.S. Department of Health and Human Services

Pass-through Entity: Arizona Department of Economic Security

Award Year: 10/1/07-9/30/08

Award Numbers: DES06725-1

Questioned Costs: None

Criteria: Subsidiary grant accounting ledgers maintained by the programs should be reconciled to the County's general ledger.

Condition: Subsidiary grant accounting ledgers maintained by grant administrators are not reconciled to the County's general ledger which has resulted in the amounts reported to the grantor being $35,665 less than what is recorded in the County's general ledger.

Cause: The County does not have policies and procedures that require that the subsidiary accounting ledgers be reconciled to the County's general ledger.

Effect: Expenditures reported to granting agencies are not the same as the amounts in the County's general ledger.

Recommendation: The County should implement policies and procedures that require subsidiary accounting ledgers to be reconciled to the County's general ledger.

***Item*: 08-19**
CFDA Number: 93.563

Program: Child Support Enforcement

Agency: U.S. Department of Health and Human Services

Pass-through Entity: Arizona Department of Economic Security

Award Year: 10/1/07-9/30/08

Award Numbers: DES06725-1

Questioned Costs: None

Criteria: The Code of Federal Regulations 45 CFR Section 92.20 requires grantees to maintain records that adequately identify the source and application of funds provided for financially assisted activities.

Condition: Transactions of this program are not recorded within a single fund designated specifically for this program.

Cause: Inadequate account code structure.

Effect: An increased risk that transactions and account balances not related to the program are commingled with those of the program.

Recommendation: The County should restructure its chart of accounts and as part of this restructuring, the County should identify programs that are externally funded and record transactions of those programs in their own separate fund.

***Item*: 08-20**

CFDA Numbers: 93.069

Program: Public Health Emergency Preparedness

Agency: U. S. Department of Health and Human Services

Pass-through Entities: Arizona Department of Health Services

Award Years: 8/31/07-8/30/08

Award Numbers: 252042, HG754195

Questioned Costs: None

Criteria: Per the Intergovernmental Agreement Section 5.c, the contractor shall prepare and submit a contractor's expenditure report by the thirtieth day of each month.

Condition: Eight out of nineteen expenditure reports were not submitted timely. The reports were 5 to 65 days late.

Cause: The client does not have the procedures in place to ensure timely completion of reports.

Effect: As the timely submission of the reports is a condition of the contract, the late reports could be seen as non-compliance and grant funds could be withheld.

Recommendation: The County should implement policies and procedures to ensure that all reports are submitted in a timely manner.

***Item*: 08-21**

CFDA Numbers: 17.258, 17.259, 17.260, 84.366, 93.069, 93.563

Program: Workforce Investment Act Cluster, Mathematics and Science Partnerships, Public Health Emergency Preparedness, Child Support Enforcement

Agencies: U.S. Department of Labor, U.S. Department of Education, U.S. Department of Health and Human Services

Pass-through Entities: Arizona Department of Economic Security, Arizona Department of Education, Arizona Department of Health Services

Award Year: Various

Award Numbers: E5706004, DE070295001, S366B070003, 252042, HG754195, DES06725-1

Questioned Costs: N/A

Criteria: OMB Circular A-133, section 320 requires that an audit be completed and the data collection form and single audit reporting package be submitted to the Federal clearinghouse no later than nine months after the end of the audit period.

Condition: The County's audit was not completed within the required time period.

Cause: The County does not have internal controls in place to ensure that audits are completed on a timely basis.

Effect: The County could lose federal funding.

Recommendation: The County should follow their policies and procedures to ensure audits are completed timely.

***Item*: 08-22**

CFDA Numbers: 17.258, 17.259, 17.260, 93.069, 93.563

Program: Workforce Investment Act Cluster, Public Health Emergency Preparedness, Child Support Enforcement

Agencies: U.S. Department of Labor, U.S. Department of Health and Human Services

Pass-through Entities: Arizona Department of Economic Security, Arizona Department of Health Services

Award Year: Various

Award Numbers: E5706004, DE070295001, 252042, HG754195, DES06725-1

Questioned Costs: N/A

Criteria: The Code of Federal Regulations 45 CFR 74.34(f)(3) and 24 CFR 84.83(c)(4) prescribe that a physical inventory of equipment be taken at least once every two years and that the results of the inventory be reconciled to equipment records.

Condition: A physical inventory of capital assets has not been performed in the last two years.

Cause: The County does not have procedures in place to ensure that a physical inventory is performed as required.

Effect: Capital assets might not be properly controlled and accounted for.

Recommendation: The County should adopt policies and procedures that require physical inventories to be performed in a timely manner.

County Responses

Gila County
Corrective Action Plan
Year Ended June 30, 2008

Financial Statement Findings

***Item*: 08-1** (Repeat Finding)

Subject: Cash

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: March 31, 2010

Corrective Action: The department was contacted regarding the outstanding checks older than one year, and they are in the process of attempting to locate the payee and will reissue check or escheat to the State. In the future, the finance department will review the reconciliations on a more detail level to ensure that all checks older than one year are cleared on a timely basis.

***Item*: 08-2** (Repeat Finding)

Subject: Cash

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: March 31, 2010

Corrective Action: Finance receives bank reconciliations on a monthly basis from various departments. More care will be taken to ensure that the bank reconciliation is reviewed to determine that the reconciliation is timely and performed correctly.

***Item*: 08-3** (Repeat Finding)

Subject: Cash Disbursements – School Superintendent's Office

Contact Person: Debra Moya, Deputy Superintendent

Anticipated Completion Date: November 30, 2008

Corrective Action: We agree with the finding and procedures have been changed to include stamping all invoices paid and notating the warrant number on the invoice.

***Item*: 08-4** (Repeat Finding)

Subject: Capital Assets

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2009

Corrective Action: The physical inventory was not performed due to employee turnover and implementation of a new asset control system. An employee has been assigned this responsibility and a physical inventory has been performed as required.

***Item*: 08-5** (Repeat Finding)

Subject: Capital Assets

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: Procedures will be updated to ensure that the method of acquisition is properly recorded on the asset control system.

***Item*: 08-6**

Subject: Cash Receipts – School Superintendent's Office and Accommodation School

Contact Person: Debra Moya, Deputy Superintendent

Anticipated Completion Date: June 30, 2010

Corrective Action: An employee with no general ledger duties has been assigned to maintain a log to record all cash receipts. Another individual will reconcile the log to the deposits.

***Item*: 08-7**

Subject: Journal Entries – School Superintendent's Office

Contact Person: Debra Moya, Deputy Superintendent

Anticipated Completion Date: March 31, 2010

Corrective Action: Journal entries will be reviewed by an individual not preparing the journal entries.

***Item*: 08-8**

Subject: Payroll

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: March 31, 2010

Corrective Action: A review will be conducted of all personnel files and replacement forms will be requested from employees for any voluntary deduction authorization forms not found in the

files. Also, more care will be taken in future to ensure that all personnel files contain all required forms.

***Item*: 08-9**

Subject: Payroll – School Superintendent's Office and Accommodation Schools

Contact Person: Debra Moya, Deputy Superintendent

Anticipated Completion Date: June 30, 2010

Corrective Action: The software company will be contacted to determine if "read only" access can be designated for the payroll clerk. Also, additional controls will be implemented to ensure that payroll registers are reviewed on a timely basis for propriety.

***Item*: 08-10**

Subject: Payroll – School Superintendent's Office and Accommodation Schools

Contact Person: Debra Moya, Deputy Superintendent

Anticipated Completion Date: June 30, 2010

Corrective Action: The personnel files will be reviewed to determine that all applicable documents are maintained. Missing documents will be replaced and more care will be taken in future to ensure that all required documents are maintained in the personnel files.

***Item*: 08-11**

Subject: Information Technology

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: A disaster recovery plan will be prepared and policies and procedures will be established for the update of computer software.

***Item*: 08-12** (Repeat Finding)

Subject: General Ledger

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: A review will be performed on at least a quarterly basis to ensure that the interfund receivables and payables are reconciled. Also, we have contacted the software vendor

to determine if a control can be set up in the software to ensure that all interfund receivables and payables are in balance prior to posting.

***Item*: 08-13** (Repeat Finding)

Subject: General Ledger

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: Procedures will be implemented to require all departments to prepare a reconciliation of their grant reports to the general ledger.

***Item*: 08-14** (Repeat Finding)

Subject: Accounting and Financial Reporting

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: A review will be performed of the funds and accounts in the general ledger and any adjustments will be made to comply with GASB 14. In addition, funds will be reviewed prior to set-up to ensure that the funds are properly classified.

***Item*: 08-15** (Repeat Finding)

Subject: Budgeting

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: Finding will be reviewed to ensure budgets are prepared as required.

***Item*: 08-16** (Repeat Finding)

Subject: Budgeting

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: The County is reviewing this issue. The County School Superintendent only provides information for the general fund. The special revenue funds are maintained on an accounting system that is separate from Gila County.

***Item*: 08-17**

Subject: Prior Period Adjustment

Contact Person: Richard Gaona, Finance Director

Gila County
Corrective Action Plan
Year Ended June 30, 2008

Anticipated Completion Date: June 30, 2010

Corrective Action: More care will be taken in the future to ensure that capital assets are recorded in the proper category and the related accumulated depreciation is properly calculated.

Gila County
Corrective Action Plan
Year Ended June 30, 2008

Federal Award Findings and Questioned Costs

***Item*: 08-18**

CFDA Number: 93.563

Program: Child Support Enforcement

Subject: Subsidiary grant accounting ledgers maintained by programs are not reconciled to the County's general ledger.

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: The grant reports are prepared using the general ledger; however, no corrections are reflected on the grant report when corrections are processed subsequent to preparation of the grant report. More care will be taken to ensure that the reports are agreed to the general ledger.

***Item*: 08-19**

CFDA Number: 93.563

Program: Child Support Enforcement

Subject: Transactions of this program are not recorded within a single fund designated specifically for this program.

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2010

Corrective Action: We are reviewing this process and will develop a procedure to possibly record only transactions of the program in its own fund.

***Item*: 08-20**

CFDA Number: 93.069

Program: Public Health Emergency Preparedness

Subject: Expenditure reports for 8 out of 19 months were not submitted timely.

Contact Person: Breena York, Community Service Manager

Anticipated Completion Date: September 1, 2009

Corrective Action: Grant administrators have been notified and have implemented procedures to ensure that monthly billings are completed and submitted in a timely manner. This procedure includes running general ledger and project reports by the 15th of the month following a month end to ensure that the contract monthly report can be completed and submitted on a timely basis. Also, a monthly report checklist had been created to log completed/submitted dates for each report and will be signed off by approving manager on a monthly basis.

***Item*: 08-21**

CFDA Number: 17.258, 17.259, 17.260, 84.366, 93.069, 93.563

Program: Workforce Investment Act Cluster, Mathematics and Science Partnership, Centers for Disease Control and Prevention – Investigations and Technical Assistance and Child Support Enforcement

Subject: The County's audit was not completed within nine months of June 30, 2008.

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: March 11, 2011

Corrective Action: The County is directing efforts to complete all audits by the required time period. We have completed five fiscal years' audits in two years. We are currently working on the 2009 audit which will be completed by June 30, 2010. Our goal is to have the FY2010 audit completed within the required nine-month time frame.

***Item*: 08-22**

CFDA Number: 17.258, 17.259, 17.260, 93.069, 93.563

Program: Workforce Investment Act Cluster, Centers for Disease Control and Prevention – Investigations and Technical Assistance, Child Support Enforcement

Subject: The Code of Federal Regulations 45 CFR 74.34(f)(3) and CFR 84.83(c)(4) prescribe that a physical inventory of equipment be taken at least once every two years and that the results of the inventory be reconciled to equipment records.

Contact Person: Richard Gaona, Finance Director

Anticipated Completion Date: June 30, 2009

Corrective Action: The physical inventory was not completed due to turnover and implementation of a new asset control system. The asset control system has been updated and procedures are in place to complete the physical inventory every two years per federal regulations.

Gila County
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2008

Status of Prior Year Federal Award Findings and Questioned Costs

***Item*: 03-104, 04-19, 05-19, 06-18, 07-19**

CFDA Number: 16.579, 93.563

Program: Byrne Formula Grant Program, Child Support Enforcement

Status: Corrected for Byrne Formula Grant Program, not corrected for Child Support Enforcement.

Corrective Action: Procedures will be implemented to require all departments to prepare a reconciliation of their grant reports to the general ledger. Anticipated completion date is June 30, 2010.

***Item*: 07-20**

CFDA Number: 16.007, 97.067

Program: Homeland Security Grant Program Cluster

Status: Corrected

***Item*: 03-101, 04-21, 05-21, 06-20, 07-21**

CFDA Number: 93.563

Program: Child Support Enforcement

Status: Not corrected

Corrective Action: We are reviewing this issue to determine the best way to handle. We hope to have completed by 6/30/2010.

***Item*: 03-102, 04-18, 05-18, 07-22**

CFDA Number: 16.579, 93.283

Program: Byrne Formula Grant Program, Centers for Disease Control and Prevention – Investigations and Technical Assistance

Status: Corrected for Byrne Formula Grant Program, not corrected for Centers for Disease Control and Prevention – Investigations and Technical Assistance

Corrective Action: New procedures have put in place to ensure that the reports are submitted in a timely manner. Anticipated completion date is June 30, 2010.

Gila County
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2008

***Item*: 04-24, 05-24, 06-22, 07-23**

CFDA Number: 10.665, 15.226, 16.579, 17.255, 17.258, 17.259, 17.260, 39.011, 93.283, 93.563, 16,007, 16,008, 97.004, 97.042, 97.067

Program: Schools and Roads – Grants to States, Payments in Lieu of Taxes, Byrne Formula Grant Program, Workforce Investment Act Cluster, Election Reform Payments, Centers for Disease Control and Prevention – Investigations and Technical Assistance, Child Support Enforcement and Homeland Security Grant Program Cluster

Status: Not corrected

Corrective Action: Efforts are being directed at completing the audits in the required time frame. We believe that we can meet this criteria for the FY2010 financial statements.

***Item*: 07-24**

CFDA Number: 16,007, 97.067, 17.258, 17.259, 17.260, 93.283

Program: Homeland Security Grant Program Cluster, Workforce Investment Act Cluster, Centers for Disease Control and Prevention – Investigations and Technical Assistance

Status: Not corrected

Corrective Action: A physical inventory was performed in FY2009 and will be performed every two years as required.

Offer and Acceptance

SOLICITATION NO.: ADES11-00000414

PAGE 1 OF 1

OFFFEROR: Gila County, dba
Gila Employment and Special Training

Arizona Department Economic Security
1789 W Jefferson
Phoenix, Arizona 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.: **IF USING A SOCIAL SECURITY NUMBER LEAVE BLANK**

Federal Employer Identification No.: 86-6000444

Phone: (928) 402-8664

Fax: (928) 425-9468

Gila County, dba: Gila Employment and Special Training
Company Name

1400 East Ash Street
Address

Globe, Arizona 85501
City State Zip

Signature of Person Authorized to Sign Offer

Mr. Michael A. Pastor
Printed Name

Chairman, Gila County Board of Supervisors
Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror 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. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ___ IS/ X IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less 5. In accordance with A.R.S. §35-393.06, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391.06, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona
Awarded this _____ **day of** _____ **20** ____

Procurement Officer

David Fletcher
Director

Judy Smith
Divisional Program Manager

JenDean Sartain
Deputy Director

Bree'na York
Fiscal Services Manager

GILA COUNTY COMMUNITY SERVICES DIVISION

"Helping Gila County Residents to Help Themselves"

January 3, 2011

AZ Department of Economic Security
Attn: Rehabilitation Services Administration
1789 W Jefferson
Phoenix, AZ 85007

RE: Assurances – Contract #ADES11-00000414

Dear Lyn Gordon:

The Office of Community Services, Gila Employment & Special Training is a department within the Gila County Government Organization. Therefore, we have the sufficient funds to meet obligations on time for the contract. Gila County is not an exempt organization and has an EIN for filing income tax information

If you have any questions or require additional information regarding this assurance, please contact me at (928) 425-7631 ext. 8667.

Respectfully,

Bree'na York

Bree'na York
Fiscal Services Manager
Gila County Division of Health & Community Services

REPAC, CAP, GEST, AHP & WIB Departments
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501
(928) 425-7631
(928) 425-9468 FAX

Reasonable accommodations for persons with disabilities may be requested.

800-276-4452 toll free
Countywide T.D.D. (928) 425-0839

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2011

PRODUCER 1-800-955-8700
Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc.
15 Enterprise, Ste 200

Aliso Viejo, CA 92656

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Gila County
Attn: Birdie DeNero
1400 E. Ash Street

Globe, AZ 85501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Arizona Counties Insurance Pool	
INSURER B: Arizona Counties Workers Comp Pool	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	ACIP070110	07/01/10	07/01/11	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$
		X Public Officials' E&O				PERSONAL & ADV INJURY	$
		X Misc Medical Mal E&O				GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		X POLICY PRO-JECT LOC				E & O	$1,000,000
A		AUTOMOBILE LIABILITY	ACIP070110	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
		X Comp Ded: $750				PROPERTY DAMAGE (Per accident)	$
		X Coll Ded: $750					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CRLAZWC070110	07/01/10	07/01/11	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Contract #11-00000414 - Employment and Special Training

CERTIFICATE HOLDER

State of Arizona
Dept. of Economic Security
Attn: Lynellen Gordon
1789 W. Jefferson
Site Code 805Z
Phoenix, AZ 85007
USA

CANCELLATION *10 day notice for non-payment of premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Attachment 02
ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

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 an 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 or 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 of Lobbying Activities," 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: Mr. * First Name: Michael	Middle Name: A.	* Last Name: Pastor	Suffix:
* Title: Chairman, Gila County Board of Supervisors			
Michael A Pastor * SIGNATURE:		* DATE: 1/18/11	

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County, dba: Gila Employment and Special Training
Name of Agency /Organization

Mr. Michael A. Pastor, Chairman, Gila County Board of Supervisors
Name and Title of Authorized Representative

Michael A Pastor
Signature

1/18/11
Date

State of Arizona Substitute W-9 & Vendor Authorization Form

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

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

Return completed form to the state agency with whom you do business, for review and authorization.
See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

Type of Request (Must select at least ONE)

( ) New Request | ( ) New Location (Additional Mail Code) | (•) Change (Select the type(s) of change from the following:

☐ Tax ID ☐ Legal Name ☐ Entity Type ☐ Minority Business Indicator
☐ Main Address ☐ Remittance Address ☒ Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) ___ - ___ - ___ **OR** Federal Employer Identification Number (FEIN) 86 - 6000444

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* Gila County

Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)

( ) Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)
( ) Corporation NOT providing health care, medical or legal services (5A)
( ) Corporation providing health care, medical or legal services (5M)
( ) Partnership, LLP or Partnership organized as LLC or PLLC (5C)
( ) An international organization or any of its agencies/instrumentalities (5U)
( ) The US or any or its political subdivisions or instrumentalities (2G)
( ) State of Arizona employee (1E)
( ) LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
( ) LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
( ) A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
(•) Other: Tax Reportable Entity (5P)
( ) Other: Tax Exempt Entity (5H)

STATE HRIS EIN ___

Description County Goverment

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

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

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

DBA\Branch\Location: Gila Employment and Special Training
Address: 5515 South Apache Ave. Suite 200
City: Globe State: AZ-ARIZONA Zip code: 85501

Remittance Address Where payment is to be mailed

☒ Same as Main

DBA\Branch\Location: ___
Address: ___
City: ___ State: ___ Zip code: ___

Vendor Contact Information

Name: David B. Caddell Title: Program Manager
Phone #: (928) 402-8664 Ext. ___ Fax: (928) 425-9468 Email: dcaddell@co.gila.az.us

Certification ☐ Exempt from backup withholding

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

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

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

Signature Michael A Pastor **Title** Chairman, Gila County BOS **Date** 1/18/11

STATE OF ARIZONA **AGENCY** USE ONLY - AGENCY AUTHORIZATION — **VENDOR**: DO NOT WRITE BELOW THIS LINE

State HRIS EIN ___ Print Name ___ Signature ___
AGY ___ Title ___ Phone # ___ Email ___ Date ___

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

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ GAO-03 ☐ Other
Vendor Number ___ Processed by ___ Date Processed ___

David Fletcher
Director

Gila County Community Services Division

"A Community Action Agency"
5515 S. Apache Ave. Suite 200, Globe, AZ 85501
(928) 402- 8650
"Improving the quality of life for all Residents, one life at a time"

January 11, 2011

Arizona Department of Economic Security
Rehabilitation Services Administration
Ms. Lynellen Gordon
1789 W. Jefferson
Phoenix, AZ 85007

RE: Solicitation No. ADES11-00000414

Dear Ms. Gordon:

The Office of Community Services, Gila Employment and Special Training (GEST), is a department within the Gila County Government organization. This letter will address Attachment 14 of this bid solicitation. No offshore services will be provided by Gila County under this agreement.

Sincerely,

David Caddell
GEST Program Manager

David Fletcher
Director

Gila County Community Services Division

"A Community Action Agency"
5515 S. Apache Ave. suite 200, Globe, AZ 85501
(928) 425-7631
"Improving the Quality of Life for all Residents, one life at a time"

DES/RSA
1789 W. Jefferson
Phoenix, Arizona 85507

RE: Solicitation # ADES11-00000414, Supported Employment-Extended
Insurance requirements under special terms and conditions 24.2

March 25, 2011

To Whom It May Concern:

Gila County dba Gila Employment and Special Training as defined under section 24.2.2h, is a public entity who is self insured. Gila County is part of a nine county insurance pool and has submitted a certificate of liability insurance with this application. If any further information is required, please contact Berthan DeNero at 928-425-3231.

Sincerely,

David J.H. Fletcher
Director
Gila County Community Services Division

David Fletcher
Director

Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Ave. suite 200, Globe, AZ 85501
(928) 425-7631

"Improving the Quality of Life for all Residents, one life at a time"

DES/RSA
1789 W. Jefferson
Phoenix, Arizona 85507

RE: Solicitation # ADES11-00000414, Supported Employment-Extended
Insurance requirements under special terms and conditions 24.2

March 25, 2011

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Gila County dba Gila Employment and Special Training as defined under section 24.2.2h, is a public entity who is self insured. Gila County is part of a nine county insurance pool and has submitted a certificate of liability insurance with this application. If any further information is required, please contact Berthan DeNero at 928-425-3231.

Sincerely,

David J.H. Fletcher
Director
Gila County Community Services Division

(8)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL INSTRUCTIONS TO OFFERORS
SUPPORTED EMPLOYMENT-EXTENDED

1.0 PROPOSAL SUBMITTAL

1.1 OFFER SUBMISSION, DUE DATE AND TIME: With regards to Uniform Instructions, Section D "Submission of Offer", Item 1 "Sealed Envelope or Package"; offers in response to this solicitation shall be submitted within the State's e-Procurement system, ProcureAZ (https://procure.az.gov). Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside ProcureAZ, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected

1.2 RESPONSIBILITY, RESPONSIVENESS AND ACCEPTABILITY: In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-330 and R2-7-354, State shall consider the following in determining Offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

1.3 **Update ProcureAZ registration ensuring that the ProcureAZ registration matches the legal name on the Arizona Substitute W9 and that name matches the name you are registered with at the Internal Revenue Service (http://spo.az.gov/ProcureAZ/default.asp)**

1.4 One electronic copy of the proposal shall be submitted in the ProcureAZ e-procurement system on the forms and in the acceptable format specified in the RFP. Acceptable Attachment formats include .doc document (Microsoft Word 2000, XP or 2003), xls spreadsheet (Microsoft Excel 2000, XP or 2003) and .pdf (Adobe Acrobat portable documents format).

1.5 **In addition to any submission requirements of the ProcureAZ system, attachments for this proposal shall be submitted as stated in these Special Instructions.** Failure to include the requested information may have a negative impact on the evaluation of the offer. For instructions on submitting proposals in ProcureAZ see: **http://spo.az.gov/ProcureAZ/default.asp**, ProcureAZ Reference Guides, Vendors, Quick Reference Guide - Responding to a Solicitation.

1.6 Offerors shall copy ProcureAZ Attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately re-named Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the Attachments.

Write in PDFs

1.7 On each document, insert a Footer that specifies: Name of the Offeror, Name of the Attachment, the Solicitation Number, and Page Number.

1.7.1 Chart widths may be adjusted to a maximum page width to 11x 8 ½ (no legal size document). Use additional pages if needed. There is no mandatory font size however; the minimum font size is 10

1.7.2 Where page limits are identified for a given response, Offerors should not exceed the limit. That portion of a response which exceeds the limit will not be evaluated and will have a negative impact on the evaluation.

1.8 Attempts to reiterate the Offeror's qualifications/experience, responding "we will comply" or providing vague responses will have a negative impact on the evaluation.

1.9 CONFIDENTIAL INFORMATION: If the Offeror believes a portion of the proposal contains information that should be withheld from public review, the Offeror shall identify **in ProcureAZ the document as confidential by clicking on the Confidential Box after the document is added as an Attachment.** The information identified as confidential shall not be disclosed until the DES Chief Procurement Officer makes a written determination. Historically, only information which is patented, copyright protected, or proprietary has been deemed as confidential. The following will not be considered as confidential:

1.9.1 The Management Letter and Auditor's Opinion
1.9.2 Cost
1.9.3 Any portion of the Methodology

1.10 PANDEMIC PLANNING CHECKLIST: In accordance with the DES Special Terms and Conditions, Contractors are required to have a written plan that illustrates how the Contractor shall perform up to the contractual standards in case of a pandemic. The attached **Exhibit G, *Contractor Pandemic Planning Checklist*,** is an example that may be used by the Contractor in identifying key succession and performance planning components, alternative methods to ensure that services or products are in the supply chain, and an up to date list of company contacts or organizational chart should a pandemic be declared.

1.11 PERSONS WITH DISABILITIES: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.12 Definition of Key Words Used in the RFP
Shall, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

May: Indicates something that is not mandatory but permissible

2.0 EVALUATION

2.1 In accordance with the Arizona Procurement Code A.R.S. §41-2535, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

2.1.1 Methodology
2.1.2 Experience/Expertise
2.1.3 Cost

3.0 PRE-OFFER CONFERENCE

3.1 A Pre-Offer Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (https://procure.az.gov); attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

4.0 SUBMITTAL REQUIREMENTS

4.1 The required documents to be submitted with the proposal are specified in the following **Sections 5.0 through Section 6.0**

5.0 INITIAL OFFER SUBMITTAL REQUIREMENTS

5.1 METHODOLOGY

5.1.1 Submit a completed Service Implementation Questionnaire. Restate each item on the Questionnaire and directly beneath it submit the written narrative.
5.1.2 Name the attached file in ProcureAZ: **Offer Attachment 01 Service Implementation Questionnaire.**

5.2 EXPERIENCE/EXPERTISE

5.2.1 Submit a **Brief Summary** of the Offeror's experience providing the solicitation services. At a minimum, the following elements shall be included:

1. Pertaining to the organization:
    1. The number of years providing the offered service; and
    2. The experience serving the target group.

2. Pertaining to the staff that will be performing the service:
   1. Their experience;
   2. Their expertise; and
   3. Their education as it relates to providing the service.
3. If the organization is new or if the proposed service is new to the organization, include any related experience.
4. If the Offeror is proposing to provide the service (or any portion of the service) through subcontracts, also include subcontractors' experience and expertise.

5.2.1.5 Name the attached file in ProcureAZ: **Offer Attachment 02 Brief Summary**

5.2.2 Submit a current **Staff Organization Chart** setting forth lines of authority, responsibility and communication in accordance with policies established by the governing body or management. This chart should accurately reflect the number of existing positions performing the proposed service and any new positions required to perform the service. If applicable, submit a current organization chart depicting the Offeror's relationship to the organization of which the Offeror is a subsidiary or an affiliate.

5.2.2.1 Name the attached file in ProcureAZ: **Offer Attachment 03 Staff Organization Chart**.

5.2.3 Reserved

5.2.4 Submit a current **Job Description** for each **Key** staff that will be performing the service, including any subcontractors. Each description should include the job title, duties and responsibilities, and minimum qualifications for education, training and experience. *No more than three (3) pages per job description.*

5.2.4.1 Name the attached files in ProcureAZ: **Offer Attachment 04 Job Description (Position Name)**.

5.2.5 Submit a complete **Facility Location and Staffing Chart** indicating each location within the County where the Offeror proposes to administer services. Name the attached file **"Offer Attachment 05 Facility Location and Staffing Chart"**.

5.2.6 Submit a copy of the **Management Letter and Auditor's Opinion** from external auditors that was prepared in conjunction with the most recent annual audit (See ***Exhibit H*** Management Letter and Auditor's Opinion Sample).

1. If it identifies any findings or concerns, include a brief description of any corrective action(s) taken to resolve them.
2. If no audit has been performed, provide an explanation and submit a copy of the most recent annual financial statements or an explanation of why the financial statements cannot be provided.
3. The "Management Letter and Auditor's Opinion" is **not** the auditor's cover letter; it is the auditor's letter to the agency management that describes any audit findings and recommendations.

5.2.6.4 Name the attached file in ProcureAZ: **Offer Attachment 06 Management Letter and Auditor's Opinion.**

5.2.7 **Contractor Performance Evaluation:** The Offeror shall send **Attachment 16 Contractor Performance Evaluation** to at least three (3) verifiable references for completion.

1. References should be verifiable and should be able to comment on the Offeror's experience related to the services of this solicitation.
2. DES employees should not be used as references.
3. A sample cover letter for sending the evaluation to agencies/organizations is included.
4. **References should be informed that their response should be submitted to the solicitation contact person identified at the bottom of the form on or before the solicitation due date.**
5. It is the Offeror's responsibility to assure receipt of the references prior to the proposal due date and time. The Department will not respond to inquires to verify receipt of references.
6. Failure to have three (3) performance evaluations submitted will have an unfavorable effect upon the evaluation of the Offeror.
7. The first three (3) performance evaluations received by the solicitation contact person are those that will be used for evaluation.

5.3 COSTS

5.3.1 ITEMS TAB in ProcureAZ (Price Sheet)

5.3.1.1 The Offeror is to complete the Items tab in ProcureAZ as follows:

1. Enter a "Unit Cost" for <u>each</u> line item(s) for the service the Offeror is proposing to provide. The rate is inclusive of all costs associated with the delivery of the service and includes staff time, mileage, insurance and administrative cost.

2. If the Offeror is not proposing to deliver a line item, enter "No BID".

5.3.2 General Tab in ProcureAZ

5.3.2.1 The Offeror is to complete the General Tab information in ProcureAz as follows:

1. Shipping Terms: "FOB Destination"
2. Payment Terms: "NET 30"
3. Info Contact: Complete with contact person's name, address, phone number, fax number, email address.

6.0 ADDITIONAL REQUIRED DOCUMENTS

6.1 The following documents are required and shall be submitted in ProcureAZ. Failure to include the required documents may have a negative impact on the evaluation of the offer and could result in the offer being determined non-susceptible for award of a contract.

6.2 A completed and signed **Offer and Acceptance Form. If you are using your SSN, as your Federal Employer Identification Number, leave the Federal Employer Identification No. blank.** Name the attached file in Procure AZ: **Offer Attachment 07 Offer and Acceptance**

6.3 A signed **written assurance** that, if awarded a contract, the Offeror has sufficient funds to meet obligations on time while awaiting payment from the Department. Name the attached file in ProcureAZ: **Offer Attachment 08 Written Assurance**

6.4 **Insurance Requirements:**

6.4.1 **Offeror Insurance:** Submit a letter from the Offeror's **Insurer or Producer** indicating the Insurers consent to provide coverage in the minimum amounts stated in the DES Special Terms and Conditions. Name the attached file ProcureAZ: **Offer Attachment 09 Insurance Ability Letter**

6.4.2 **Subcontractor Insurance:** In accordance with DES Special Terms and Conditions, all subcontractors are required to provide adequate coverage in the minimum amounts stated.

6.5 A **Certification Regarding Lobbying** Sign and Date the form, scan the form in pdf. format and attach the completed form in PROCUREAZ. Name the attached file in ProcureAZ: **Offer Attachment 10 Certification Regarding Lobbying**

6.6 A **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transitions.** Sign and Date the form, scan the form in pdf. format and attach the completed form in ProcureAZ. Name the attached file in ProcureAZ: **Offer Attachment 11 Certification Regarding Debarment**

6.7 **Sole Proprietor Waiver:** If the Offeror is a Sole Proprietor and requesting waiver of the Worker's Compensation coverage and benefits, submit a completed **Sole Proprietor Waiver** form (Attachment 12). Sign and Date the form scan the form in pdf. format and attach it in ProcureAZ . If not requesting a Sole Proprietor Waiver, specify N/A on the form. Name the attached file in ProcureAZ: **Offer Attachment 12 Sole Proprietor Waiver**

N/P

6.8 The **Arizona Substitute W-9.** Sign and Date the form, scan the form in pdf. format and attach it in ProcureAZ. Name the attached file in ProcureAZ: **Offer Attachment 13 Arizona Substitute W-9**

6.8.1 THE FOLLOWING NAMES MUST BE IDENTICAL:

1. **NAME ON THE ARIZONA SUBSTITUTE W9;**
2. **THE NAME YOU REGISTERED IN PROCUREAZ; and**
3. **THE NAME USED FOR THE INTERNAL REVENUE SERVICE.**

FAILURE TO HAVE THE NAME AND THE IDENTIFICATION NUMBER IDENTICAL ON ALL THREE DOCUMENTS MAY RESULT IN THE OFFER BEING DETERMINED NON-SUSCEPTIBLE.

6.8.2 IF YOU ARE USING A SOCIAL SECURITY NUMBER, COMPLETE THE FORM EXCEPT FOR THE SOCIAL SECURITY NUMBER. IF YOU ARE AWARDED A CONTRACT, YOU WILL BE REQUESTED TO SUBMIT THE ARIZONA SUBSTITUTE W9 FORM WHICH INCLUDES YOUR SOCIAL SECURITY NUMBER VIA MAIL. DOCUMENTS IN ProcureAZ ARE ON THE WEB AND THEREFORE ARE VIEWABLE BY THE PUBLIC. DO NOT INCLUDE YOUR SOCIAL SECURITY NUMBER ON ANY DOCUMENT SUBMITTED THROUGH ProcureAZ.

6.8.2 Name the attached file: **Offer Attachment 13 Arizona Substitute W-9.**

6.9 A signed and dated **Statement Declaring all Anticipated Offshore Services** in the proposal.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve assess to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.

6.9.1 Name the attached file in ProcureAZ: **Offer Attachment 14 Statement Declaring all Anticipated Offshore Services.**

6.10 Reserved

6.11 **Request For Search Of Central Registry For Background Check:** As a susceptibility criteria for the solicitation, **prior to the due date and time of proposal submittal, the Offeror shall submit "Attachment 15 Request for Search of Central Registry for Background Check"** form(s) for each employee or subcontractor employee that is proposed to provide direct services to children or vulnerable adults. This form(s) shall be submitted to the designated ADES Staff specified below who will use the Central Registry to conduct background checks. Failure to submit these forms will have a negative impact on the evaluation of the offer and will result in the offer being determined non-susceptible for award of a contract.

6.11.1 The results of the Central Registry Background Check will be used as one factor to determine qualifications of the Offeror applying for contacts with the State. The list of disqualifying acts is contained in **Attachment 30 Request for Search of Central Registry for Background Check - Disqualification Acts.**

6.11.2 The Request for Search of Central Registry for Background Check form is to be submitted to:

DCYF Contracts Unit
Attention: Christina Voight, Central Registry Specialist
Arizona Department of Economic Security
1789 W. Jefferson St, SITE CODE 940A
Phoenix, AZ 85007

DO NOT SUBMIT THIS DOCUMENT IN ProcureAZ

6.12 The Department has determined that a Data Sharing Request/Agreement is required to be executed when a contract is awarded. **Exhibit I** is the **ADES Data Sharing Request Agreement**. No action on behalf of the Offeror is required at this time. If you are awarded a contract, you will be required to complete this form and submit it to the Designated DES Program staff prior to any work commencing or data shared.

7.0 PROPOSAL OPENING

7.1 Proposals shall be opened at the due date and time in accordance with the ProcureAZ electronic system.

8.0 DISCUSSIONS/NEGOTIATIONS

8.1 In accordance with A.R.S. § 41-2534, during the offer evaluations, discussions may be conducted with an Offeror(s) who submit an offer(s) determined to be reasonably susceptible of being selected for award. A request to participate in discussions does not assure a contract award.

9.0 BEST AND FINAL OFFER

9.1 Upon completion of discussions, the DES will notify each Offeror who participated in discussions, of the date, time and place for receipt of the Best and Final Offers.

9.2 If the Best and Final Offer is not received, or if it is withdrawn prior to the Best and Final Offer deadline, the immediately previous offer will be construed as the Best and Final Offer.

9.3 All of the issues identified in the DES request for Best and Final Offer should be addressed within the Best and Final Offer and all revisions shall be italicized.

9.4 Offerors submitting a Best and Final Offer shall remove their Initial Offer files from ProcureAZ and attach Best and Final Offer files in ProcureAZ. Replace the footer with: BAFO, Name of the Offeror, Name of the Attachment, the Solicitation Number, and Page Number.

9.5 The Best and Final Offer files shall be named as follows:

[]	BAFO Attachment 01	Service Implementation Questionnaire
[]	BAFO Attachment 02	Brief Summary
[]	BAFO Attachment 03	Staff Organization Chart
[]	BAFO Attachment 04	Job Description (Position Name)
[]	BAFO Attachment 05	Facility Location and Staffing Chart
[]	BAFO Attachment 06	Management Letter and Auditor's Opinion
[]	BAFO Attachment 07	Offer and Acceptance Form
[]	BAFO Attachment 08	Written Assurance
[]	BAFO Attachment 09	Insurance Ability Letter
[]	BAFO Attachment 10	Certification Regarding Lobbying
[]	BAFO Attachment 11	Certification Regarding Debarment
[]	BAFO Attachment 12	Sole Proprietor Waiver
[]	BAFO Attachment 13	Arizona Substitute W9
[]	BAFO Attachment 14	Statement Declaring all Anticipated Offshore Services

DO NOT SUBMIT DOCUMENTS PERTAINING TO THE CENTRAL REGISTRY FOR BACKGROUND CHECK IN PROCUREAZ

10.0 DEBRIEFING

10.1 After contract award the Offeror is encouraged to ask questions in order to clarify or resolve any concern arising from this solicitation or contract award. The primary goal is to answer the Offeror's questions and concerns at the lowest administrative level. Experience has demonstrated that most issue may be successfully resolved at this level and it is therefore preferable to more formal procedures. Questions should be directed to the DES solicitation contact person.

11.0 PROTESTS

11.1 In addition to the Uniform Instructions to Offerors "Protests" section, the following is added: Any protests must be filed with the Chief Procurement Officer, Department of Economic Security, Office of Procurement -805Z, 1789 W. Jefferson, Phoenix, Arizona 85007. If the protest is being hand delivered, the physical location is in the South Central area of the 4th Floor.

Offer Submittal Checklist

The following items were Named and added as an Attachment in Procure**AZ**:

[ ]	Offer Attachment 01 ✓	Service Implementation Questionnaire
[ ]	Offer Attachment 02 ✓	Brief Summary
[ ]	Offer Attachment 03 ✓	Staff Organization Chart
[ ]	Offer Attachment 04 ✓	Job Description (Position Name)
[ ]	Offer Attachment 05 ✓	Facility Location and Staffing Chart
[ ]	Offer Attachment 06 ✓	Management Letter and Auditors Opinion
[ ]	Offer Attachment 07 ✓	Offer and Acceptance Form
[ ]	Offer Attachment 08 ✓	Written Assurance
[ ]	Offer Attachment 09 ✓	Insurance Ability Letter
[ ]	Offer Attachment 10 ✓	Certification Regarding Lobbying
[ ]	Offer Attachment 11 ✓	Certification Regarding Debarment
[ ]	Offer Attachment 12 ✓	Sole Proprietor Waiver N/A
[ ]	Offer Attachment 13 ✓	Arizona Substitute W9
[ ]	Offer Attachment 14 ✓	Statement Declaring all Anticipated Offshore Services

The following was completed and saved in ProcureAZ (Not added as an attachment)

[ ] Items Tab

The following was submitted to DES at the following address **AND NOT SUBMITTED IN ProcureAZ**

[ ] Request for Search of Central Registry for Background Check

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

ARF-499 **Consent Agenda Item Item #: 4- E**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	David Caddell, GEST Program Manager	Submitted By:	David Caddell, Community Services Division
Department:	Community Services Division	Division:	GEST Program
Fiscal Year:	2010 to 2014	Budgeted?:	Yes
Contract Dates Begin & End:	11/17/2009 to 9/30/2014		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:			

Information

Request/Subject

Data Sharing Request/Agreement No. DE106003-008 with Arizona Department of Economic Security

Background Information

Contract No. DE106003-008 between Gila County, dba Gila Employment and Special Training (GEST) and the Arizona Department of Economic Security, Rehabilitation Services Administration (RSA), was approved by the Gila County Board of Supervisors and signed by the Chairman on September 15, 2009. The Data Sharing Agreement was part of the original contract but was not completed by the State at the time of Board approval. In order to enable the contractor to provide Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities) as stipulated in Contract No. DE106003-008, the contractor must view client confidential data provided by RSA counselors via mail, phone, e-mail, or fax.

Evaluation

In order to enable the contractor to provide Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities) as stipulated in Contract No. DE106003-008, the contractor must view client confidential data provided by RSA counselors via mail, phone, e-mail, or fax. This agreement will allow the GEST Program to view all necessary client information from the RSA counselors.

Conclusion

This agreement will allow the GEST Program to view all necessary client information from the RSA counselors.

Recommendation

The GEST Program Manager recommends Board approval on Data Sharing Agreement No. DE106003-008, Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities). This allows the GEST Program to share client information with Vocational Rehabilitation Counselors, which will enable the GEST Program to provide services to Vocational Rehabilitation clients in Gila County.

Suggested Motion

Approval of Data Sharing Request/Agreement No. DE106003-008, Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities) between Gila County, dba Gila Employment and Special Training and Arizona Department of Economic Security, Rehabilitation Services Administration.

Attachments

Link: Data Sharing Agreement

Link: Gila County Signature Page

Link: Original DES-RSA Contract DE106003-008

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

March 25, 2011

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs
GILA EMPLOYMENT AND SPECIAL TRAINING
5515 S Apache St, Ste 200
Globe, AZ 85501

RE: Contract DE106003-008

Dear Mr. Caddell,

The contract noted above, for Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities), requires that you receive access to RSA client data for the purposes of performing these services.

Enclosed is a Data Sharing Agreement. Please fill out this form in Section I 1b (contact information), I 7 (authorized contact) and Section V ("For the Requesting Entity" section), have it signed and dated, and mailed to us within five (5) business days after receipt of this letter, to the following address:

ADES/RSA Contracts Unit Manager
PO Box 6123 Site Code 930A
Phoenix, AZ 85005-6123

Vanja Pasalic
RSA Contracts Unit Manager
Rehabilitation Services Administration

Enclosure
cc: contract file

1789 West Jefferson Street, 2nd Fl NW, SC 930A, Phoenix, AZ 85007-3202
Telephone (602) 542-3332 • FAX (602) 542-3705

J119 DSA (10/2008)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Information Security Administration
1720 W. Madison St, Site 820Z
Phoenix, AZ 85007
Phone: (602) 771-2670 • Fax: (602) 542-4014

DATA-SHARING REQUEST/AGREEMENT

BETWEEN

REQUESTING ENTITY:

GILA EMPLOYMENT AND SPECIAL TRAINING

(DES Division/Administration/Program/Office Name or External Organization Name)

AND

DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Rehabilitation Services Administration

(Division/Administration/Program/Office name)

Effective Date: _____	**Agreement No.:** _____

Equal Opportunity Employer/Program
This document available in alternative formats by contacting: (602) 771-2670

Agreement No.: _____

SECTION I. REQUEST ***(Completed by Requesting Entity)***
Use attachment if necessary

1a. PURPOSE OF THIS REQUEST (What information is being requested and why? How will it be used? Give details/specifics.)

In order to enable the Contractor to provide Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities) as stipulated in Contract DE106003-008, the Contractor must view client confidential data provided by RSA counselors via:

Mail, phone, e-mail, or fax

1b. INFORMATION TECHNOLOGY AND CONNECTIVITY

The minimum recommended Email Client is Outlook 2003, to receive and retrieve secure encrypted email from RSA. Anti-virus software must be maintained up to date

The requester enters all information required for successful communication between the requesting entity and the DES IT Staff.

Contact Name (1): David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs	Phone: (928) 425-7631
Contact Name (2):	Phone:
Contact Address: 5515 S Apache St, Ste 200, Globe, AZ 85501	
Contact (1) E-Mail Address: dcaddell@co.gila.az.us	Contact (2) E-Mail Address:
Contact Fax No: (928) 423-9468	

Agreement No.: _____

SECTION I. (cont.) REQUEST ***(Completed by Requesting Entity)***
Use attachment if necessary

2. CITE LAW, REGULATION, DIRECTIVE, OR OTHER BASIS FOR THIS REQUEST

This request is pursuant to the Scope of Work for Contract DE106003-008.

3. WILL OTHER ENTITIES INTERFACE WITH YOUR AGENCY?
☐ Yes ☒ No If Yes, identify entity and reason(s):

4. WILL INFORMATION BE DISCLOSED/SHARED WITH ANOTHER ENTITY?
☐ Yes ☒ No If Yes, identify entity and reason(s) for disclosure:

5. WILL DES DATA BE REPACKAGED/INCLUDED IN OTHER DATA BASES, FILES, TAPES, ETC.?
☐ Yes ☒ No If Yes, identify entity and reason(s):

6. DESIRED OUTPUT (Printout, tape, terminal access/display, etc.)

Email, FAXed documents, Letters of Authorization for client purchases; no system access required

7. DESCRIBE SAFEGUARDS IN PLACE TO GUARD AGAINST UNAUTHORIZED ACCESS/DISCLOSURE OF THE INFORMATION

All email containing confidential client information is to be secured. Access to all documents to be restricted to authorized personnel on a need-to-know basis. Automated equipment, computers and FAXes are to be maintained in a physically secure environment. All paper documents will be maintained in a secured environment, such as a locked file or office.

PRINT NAME AND TITLE OF AUTHORIZED CONTACT	PHONE NO. (928) 425-7631 FAX (928) 423-9468 E-MAIL dcaddell@co.gila.az.us		DATE
David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs			
MAILING ADDRESS/SITE CODE 5515 S Apache St, Ste 200	CITY Globe	STATE AZ	ZIP CODE 85501

Agreement No.: _____

SECTION II. STIPULATIONS REGARDING THE USE OF INFORMATION

STIPULATIONS APPLICABLE TO THE REQUESTING ENTITY:

1. Disclosure of the data provided to the Requesting Entity is not permitted unless specifically authorized.
2. Repackaging or redistribution of data or screens, or creation of separate files will not be permitted unless specifically authorized.
3. The data shall be used only to assist in valid administrative needs as stated in Section I, item 1 of this Agreement.
4. All data shall be stored in a physically secure facility.
5. All data in electronic format shall be stored or processed so that unauthorized persons cannot retrieve the information by means of a computer. remote access, or other means.
6. Only authorized staff will be given access needed to accomplish the purpose(s) specified in Section I, item 1 of this Agreement.
7. All staff shall attend an authorized data security awareness training class, where they will be instructed on confidentiality, privacy laws and penalties imposed when compliance is breached. All staff with access to DES systems and/or applications must complete an annual recertification security awareness training class as scheduled by DES.
8. A Request for Terminal Access and Other Activity (J-125) shall be used to request specific access for each authorized staff member and must be signed by the staff supervisor or designee.
9. All authorized staff is required to sign a User Affirmation Statement (J-129), as a condition for using requested data. This affirmation statement must be resigned at three (3) year intervals as scheduled by DES.
10. Any personnel changes requiring change or removal of access as described in Section I, item 1 of this Agreement, shall be reported promptly to the respective data security analyst.
11. Federal and state audit and data security personnel may have access to offices and records of the requesting entity to monitor or verify compliance with this agreement.
12. This Data-Sharing Agreement will remain in effect for 2 years from the effective date unless otherwise stipulated.

STIPULATIONS APPLICABLE TO PROVIDER:

1. DES will use the Requesting Entity employee identifying information solely for the purpose of establishing on-line access.
2. Only authorized DES employees will have access to requesting agency employee data.
3. In accordance with applicable federal, state, and/or local privacy regulations, DES will protect all information collected from the Requesting Entity.

STIPULATIONS APPLICABLE TO HIPAA - HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT:

1. All staff shall attend an authorized HIPAA awareness training class, where they will be instructed on confidentiality, privacy, information safeguards and penalties imposed when compliance is breached.
2. If applicable, there is a -Business Associate Contract" [45 CFR 164.502(e), 154.504(e), 164.532(d) & (e)] on file and will be attached to this data sharing agreement as an addendum.

Agreement No.: _____

SECTION III. ADDITIONAL INFORMATION

Print Name Signature _____	PHONE NO. (928) 425-7631	DATE

SECTION IV (A). RECOMMENDATIONS *(Completed by the data managing program)*

☐ Recommend **APPROVAL**

☐ Request is not recommended for approval.

Print Name Signature _____	SITE CODE	PHONE NO. ( ) -	DATE

SECTION IV (B). HIPAA RECOMMENDATIONS *(Completed by the HIPAA DIVISION PRIVACY OFFICER)*

☐ Recommend **APPROVAL**

☐ Request is not recommended for approval.

Print Name Signature _____	SITE CODE	PHONE NO. ( ) -	DATE

Agreement No.: _____

SECTION V. APPROVAL (Completed *by* the requesting entity and the data *managing* program)

I attest to the correctness of the information provided in Section I and agree to the stipulations and costs listed in Section II and III. I agree to comply with all provisions of the DES Data Security Policy. Should any violations of the DES Data Security Policy occur, this Agreement may be terminated. I further understand that DES will periodically review the terms of the Agreement to ensure it conforms with DES Policies and Procedures. In the event changes in either federal or state law or regulations occur that conflict with the terms of the Agreement or render the terms of the Agreement void, impracticable, or otherwise impossible, this Agreement will terminate immediately. A new Agreement or an amendment to the existing Agreement will be initiated to provide for any changes, which cannot be accommodated within the provisions of the existing Agreement. The Requesting Entity shall hold harmless and indemnify the State of Arizona and its Department of Economic Security for any liability resulting from acts or omissions attributable to the Requesting Entity.

IN WITNESS HERETO the PARTIES have executed this Agreement by signature of their duly authorized officials:

For the Requesting Entity:

Entity Name: **GILA EMPLOYMENT AND SPECIAL TRAINING**

Print Signatory Name: Michael A. Pastor

Title: Chairman, Gila County Board of Supervisors

Signature: _____

Date: _____

For the Department of Economic Security:

Entity Name: **Rehabilitation Services Administration**

Print Signatory Name: **Katharine Levandowsky**

Title: **Program Administrator**

Signature: _____

Date: _____

SECTION VI. APPROVAL (*Completed by the Information Security Administration)*

This signed Agreement meets all requirements necessary to permit the controlled sharing of the DES data while simultaneously providing for the protection of the data. I certify that: '

☐ **THIS AGREEMENT CONFORMS to DES Information Security Policy.**

☐ **THIS AGREEMENT DOES NOT CONFORM to the DES Information Security Policy. Implementation of this Agreement cannot proceed until the following action is taken:**

_____	**DES Chief Information Security Officer**	_____
(Signature)	(Title)	(DATE)

David Fletcher
Director

Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Ave. suite 200, Globe, AZ 85501
(928) 402- 8650

"Improving the Quality of Life for all Residents, one life at a time"

Data Sharing Agreement Contract DE106003-008 between Gila County, dba Gila Employment and Special Training and Department of Economic Security, (DES) Rehabilitation Services Administration (RSA).

In order to enable the contractor to provide Disability Related Skills Training – Rehabilitation Instructional Services (Various Disabilities) as stipulated in Contract DE106003-008, the contractor must view client confidential data provided by RSA counselors via: Mail, phone, e-mail, or fax.

This agreement was part of the original contract approved by the Gila County Board of Supervisors and signed by the Chairman on September 15, 2009, Item I under the Consent Agenda Items.

Gila County Board of Supervisors

_____
Michael A. Pastor, Chairman

Attest:

_____
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

_____
Bryan B. Chambers,
Chief Deputy County Attorney

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Neal Young
Director

November 19, 2009

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs
GILA COUNTY
dba Gila Employment & Special Training
5515 S Apache St, Ste 200
Globe, AZ 85501

RE: Contract DE106003-008

Dear Mr. Caddell,

Enclosed is a fully executed copy of Contract ID # DE106003-008 for your files. If there are any questions regarding this contract, please contact me.

Sincerely

Vanja Pasalic, Contracts Unit Manager

cc: contract file

PO Box 6123 Phoenix, AZ 85005-6123
(602) 542-3332 • FAX (602) 542-3778

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and GILA COUNTY dba Gila Employment & Special Training (the "Contractor").

WHEREAS the Contractor is:

[X] a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
[ ] a For-profit Organization; and

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

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

Contract Term: This contract shall be effective on the date of last signature, and shall terminate on September 30, 2014.

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

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

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

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

Procurement Manager Signature

Cathie G. Rodman
Typed Name

Direct Client Services
Title

11-17-09
Date

DE106003-008
DES Contract I.D. No.

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature of Authorized Individual

Shirley L. Dawson
Typed Name

Chairman, Gila County Bd of Supervisors
Title

9/15/2009 BRW
Date

Contractor FEI Number: 86-6000444
Contractor Mailing Address:

5515 S Apache St, Ste 200
Globe, AZ 85501

Contact Name: David Caddell
Title: Divisional Pgm Mgr, Ofc of Community Svcs
Phone Number: (928) 425-7631
Fax Number: (928) 423-9468
E-Mail Address: dcaddell@co.gila.az.us

Approved as to form: _____
for Gila County Attorney

1 **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 "*Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 *"Contractor"* means any person who has a Contract with the State.

1.5 *"Days"* means calendar days unless otherwise specified.

1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 *"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.

1.8 "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 *"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.

1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 **Contract Interpretation**

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform

Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

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 Documents referenced or included in the Solicitation.

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 Parole 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 and no other understanding either oral or in writing shall be binding.

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.

3 Contract administration and operation.

3.1 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" 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.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 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.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or 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 of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. 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.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

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 invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold 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.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. 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 State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;
4.5.2 Cancel the Contract
4.5.3 Cancel the contract and re-solicit the requirements.

5. Contract changes

5.1 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.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment 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 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 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only. 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. 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 Contract performance or use by the State of materials furnished 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. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 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; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; 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 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 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 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 fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain 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 trade under 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 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 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.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 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.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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 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 the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, 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.

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 or securing the Contract, an amendment to the Contract, or 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

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 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. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. 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.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 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 (Title 41).

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/Auto/Children-Disabled/RSA Fee Schdule

1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

1.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.2 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

1.3 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

2.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

2.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). As outlined in A-133 the audit Reporting Package should include :

1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's Reports (detailed in the A-133)
4. Corrective Action Plan.

2.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

2.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

2.4 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

2.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations and standards.

3.0 **Availability of Funds.**

3.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

4.0 **Background Checks for Employment through the Central Registry:** If providing direct services to children or vulnerable adults, the following shall apply:

4.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

4.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

4.3. Within thirty (30) days of contract award, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

4.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

4.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

5.0 Certification of Cost or Pricing Data.

5.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

6.0 Certification Regarding Lobbying.

6.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (See Attachments)

7.0 Competitive Bidding.

7.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

8.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

8.1. In accordance with A.R.S. §36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

8.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

8.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620.

8.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress

regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

8.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 relating to new hire reporting, A.R.S. § 23-722.02 relating to wage assignment orders to provide child support, and A.R.S. § 25-535 relating to administrative or court-ordered health insurance coverage for children.

9.0 Confidentiality.

9.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

10.0 Contract Term and Option to Extend.

10.1 The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

10.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the State.

10.3 The State shall have the unilateral right to extend the contract period for four (4) additional one-year periods or portions thereof for a total contract term not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.

10.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

10.5 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

11.0 Cooperation.

11.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

12.0 Equipment.

12.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

12.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

12.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

12.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

12.5 Under a fixed price contract, Section 12.1 through 12.4 do not apply unless specifically required by federal or state law.

13.0 Evaluation.

13.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

14.0 E-Verify.

14.1 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.")

14.2 A breach of a warrant 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.

14.3 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.

14.4 The Department 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 14.1.

15.0 Fair Hearings and Service Recipients' Grievances.

15.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

15.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

16.0 Federal Immigration and Nationality Act.

16.1 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.

16.2 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.

17.0 Fees and Program Income.

17.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

18.0 Fingerprinting.

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

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

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

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

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

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

18.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

19.0 Inclusive Contractor:

19.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

20.0 Indemnification and Insurance.

20.1 **Indemnification Clause:**

20.2.1 The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

20.2 **Insurance Requirements:**

20.2.1 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.

20.2.2 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.

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

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

E. **Verification Of Coverage:** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. The Contractor shall retain all certificates and endorsements at its office which shall be available to the Department for review upon request.

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such

action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 19.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 20.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

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

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

21.0 Levels of Service.

21.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

21.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

21.3 Any administration within the Department may obtain services under this contract.

21.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

21.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

21.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

22.0 Monitoring.

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

23.0 Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

23.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

23.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

23.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

23.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, ***(insert Contractor contact person and phone number here)***"

24.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

24.1 All notices shall reference the contract number.

24.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of address of business office;
2. Change of telephone number;
3. Changes in the name and/or address of the person to whom notices are to be sent;
4. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
5. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

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 **Order of Precedence.**

26.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. 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:
   1. Division/Administration Special Terms and Conditions;
   2. ADES Special Terms and Conditions;
   3. Uniform Terms and Conditions;
   4. Scope of Work or Specification;
   5. Attachments;
   6. Exhibits;
   7. Documents referenced or included in the Solicitation.

27.0 Pandemic Contractual Performance

27.1 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 or post award of a contract. At a minimum, the pandemic performance plan shall include:
1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

27.2 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:
1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

28.0 Payments. In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

28.1 Payments shall be made according to the type of payment defined as follows:
1. **Rate (or) Fixed Price**- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

28.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

28.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

28.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:
1. The units authorized as stated in section 28.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

28.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

29.0 Payment Recoupment.

29.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

30.0 Personnel.

30.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

31.0 Predecessor and Successor Contracts.

31.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

32.0 Professional Standards.

32.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

33.0 Rate Increase.

33.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

33.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

34.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

34.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;

5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

34.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

34.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in paragraph 36.0 below or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

34.3.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

34.3.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

35.0 Relationship of Parties.

35.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply: In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.

36.0 Reporting Requirements.

36.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

36.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term.

36.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

36.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

37.0 Responsibility for Payments Indemnification.

37.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

38.0 Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

38.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to the Department upon request.

39.0 Substantial Interest Disclosure.

39.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or

one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

39.2 Leases or rental agreements or purchase of real property which would be covered by Section 39.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

39.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

40.0 Supporting Documents and Information.

40.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

41.0 Suspension or Debarment .

41.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (See Attachments).

42.0 Technical Assistance.

42.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

43.0 Termination for Any Reason.

43.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

43.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

43.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

44.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

44.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

45.0. Transfer of Knowledge.

45.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

46.0 Transition of Activities.

46.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract, shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

47.0 Unallowable Costs.

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

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

47.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

47.2.2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

47.2.3 OMB Circular A-21 for educational institutions.

47.2.4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

48.0 Visitation, Inspection and Copying.

48.1 Contractor's or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

49.0 Warranty of Services.

49.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

50.0 Data Sharing Agreement.

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

SCOPE OF WORK
Rehabilitation Instructional Services
for individuals with various disabilities

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.

1.3 The Arizona Rehabilitation Services Administration (RSA) Mission for the Vocational Rehabilitation (VR) Program: To assist individuals with disabilities to achieve economic self-sufficiency through meaningful and sustained employment.

1.4 RSA Mission for the Independent Living (IL) Program: To work with individuals with severe disabilities to achieve increased independence through the provision of individually planned rehabilitation services.

2.0 PURPOSE

2.1 The purpose of this contract is to purchase Rehabilitation Instructional Services for individuals with various disabilities who are RSA clients.

2.1.1 RSA clients who are deaf, hard of hearing, blind, visually impaired, or those who have combined vision and hearing loss are served under separate RSA contracts.

2.2 RSA intends to increase opportunities for its clients to receive "one-stop" service delivery in a coordinated, efficient manner that will allow completion of their independent living and/or vocational goals as quickly as possible without reducing quality of services.

2.3 Legal Authority: A.R.S. §41-1954(A)(6) provides the Department the authority to enter into contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds. RSA is authorized to provide this service under the Rehabilitation Act of 1973, as amended (29 U.S.C. 723(a) Vocational Rehabilitation Services and 29 U.S.C 796 e -2(1) Independent Living Services), A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration). RSA is authorized to purchase this service through the RSA Fee Schedule in accordance with Arizona Revised Statute 41-1954 H. 6.

2.4 Projected Utilization. It is the intent of ADES/RSA to ensure the service provision throughout the State of Arizona. There is no guarantee of the number of service units authorized.

3.0 SERVICE DESCRIPTION

3.1 Arizona Taxonomy. Rehabilitation Instructional Services provide training in community living skills and activates directed toward personal and social adjustment.

3.2 Rehabilitation Instructional Services include a variety of instructional and rehabilitative services to assist RSA clients in achieving their individualized vocational and/or independent living goals and functioning more independently in the work place, the home and in the community. These services may be provided in either an individual or a group setting.

3.3 For the purpose of this contract, Rehabilitation Instructional Services include:

3.3.1 Orientation and Adjustment to Disability services,

3.3.2 Orientation and Mobility Training services, and

3.3.3 Independent Living Skills Development services.

3.4 These services are not intended to:

3.4.1 Provide job development and placement assistance;
3.4.2 Assess the client's vocational skills or conduct a situational assessment;
3.4.3 Teach specific vocational skills;
3.4.4 Provide therapeutic or other counseling interventions to address significant behavioral; or psychological issues.

3.5 The Contractor may provide **any or all** of the services listed in Section 3.3 above as indicated on the RSA Fee Schedule Application (Attachment 1).

3.6 Orientation and Adjustment to Disability services include a comprehensive and integrated set of instructions, mentoring and other services designed to provide individuals with disabilities with confidence, interpersonal and disability-specific skills, and a positive attitude toward disability that is needed for their achievement of competitive employment, community integration, and/or independence. It is anticipated that the provision of these services will assist individuals in adjusting to living and working with a disability, enhancing the likelihood of achieving long-term success in employment and independent living. These services may include, but are not limited to, the following:

1. Addressing various aspects of the client's disability and the impact of the disability on independent living and work;
2. Development of adequate social functioning in clients who are experiencing personal and interpersonal problems, whether pertaining to temporary situational stress or a disabling condition;
3. Guidance in social functioning and development of personal and social skills which can help a client cope more effectively with disability and/or life situations and their stresses;
4. Assistance in developing self-help skills through the client's own self-directed adjustment to and acceptance of their disability (ies), increased self-confidence, increased independence and independent problem solving, changed attitudes, broadened perspectives of available alternatives, increased communication skills, examination of goals and values, etc.
5. Training and support in self-advocacy to encourage clients to advocate for themselves in order to obtain the services and personal rights. Assistance may take the form of training in specific skills, providing encouragement and motivation to those needing it, or providing information and resources to clients;
6. Guidance and assistance in developing natural supports in the community;
7. Instruction in personal habits, responsibility and productive decision making;
8. Referral to and instruction in utilization of disability–related services available in the community (e.g., Arizona Long Term Care, Arizona Health Care Containment Cost System, Arizona Department of Behavioral Health Services, etc.).

3.7 Orientation and Mobility Training services empower a client to safely navigate through one or more identified environments. These services may include, but are not limited to, the following:

1. Safe transfer and travel techniques;
2. Instruction in how to follow directions in order to reach a specific location;
3. Safe navigation of streets techniques;
4. Communication skills and strategies for contact with the public;
5. Use of public transportation and knowledge of routes and stops;
6. Use of the telephone for information and emergency procedures.

3.8 Independent Living Skills Development services include practical life skills education, guidance, or training in the activities of daily living. These services may include, but are not limited to, instruction in:

1. Personal appearance, hygiene and grooming;
2. Learning to organize and dress for school or work (selection of appropriate attire);
3. Personal safety;
4. Personal management of medication(s);
5. Use of simple (low-technology) adaptive aids and devices;
6. Appropriate use of personal care attendants;

7. Appropriate interpersonal skills necessary for successful integration into the community;
8. Financial planning, money management and budgeting, etc.
9. Meal planning and nutrition, etc.

3.9 Background Information

3.9.1 The Rehabilitation Service Administration is the administration within ADES that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities.

3.9.2 Through the provision of VR services, RSA assists individuals in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in their homes and in the community.

3.9.3 Individuals with disabilities need additional assistance from community providers, who are specialized in serving various disability populations in the areas of orientation and mobility, independent living skills development, or adjustment to disability services.

4.0 SERVICE REQUIREMENTS. The Contractor shall:

4.1 Ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

4.2 Have a competency-based curriculum that contains a series of skills or competencies to be developed for each type of service that the Contractor proposed to provide as stated in RSA Fee Schedule Application (Attachment 1). The Contractor shall provide the curriculum on request of RSA Counselors and RSA clients. The curriculum shall at minimum include the following:

1. Service objectives/overall service plan;
2. The skills and knowledge to be acquired in the program;
3. The timetable to be followed when acquiring the skills and knowledge including the length of the daily hours of training/instructions and the duration of the entire program expressed in a form of the number of clock hours in which the program is expected to be accomplished.

4.3 Provide services as follows:

4.3.1 Schedule a Service Planning Meeting with the VR counselor and the VR client within ten (10) business days upon receipt of the RSA *Referral for Services* form and a written RSA purchase authorization. Verbal authorizations are not allowed. The purposes of the meeting are to:

1. determine whether the client and the Contractor choose to work together as a team;
2. discuss the client's service needs and determine appropriate services to be provided that will lead towards achievement of the client's independent living and/or vocational goal;
3. develop jointly with the client and the VR counselor the *Client Service Plan* (Exhibit 1) upon which the provision of services shall be based. The Plan shall include clear, measurable objectives and specific time frames for the client to achieve the objectives;
4. specify roles and responsibilities of the client and the Contractor, estimated number of service hours, and cost and timelines for the achievement of the service objectives.

4.3.2 Initiate service provision within ten (10) business days after receipt of written authorization for services and provide services specified in the *Client Service Plan as follows:*

4.3.3 Provide tools, materials and techniques necessary to complete the service plan.

4.3.4 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client.

4.3.5 Use appropriate instructional techniques and resources in respect to cultural, gender, and lifestyle differences.

4.3.6 Monitor the client's progress and provide ongoing support/feedback to help the client understand his/her strengths and limitations, and encourage the client to improve his/her skills and behaviors.

.3.7 Continually evaluate the progress of the client, revise the service plan as needed and notify the RSA counselor about any revisions of the *Client Service Plan* (Exhibit 1) within two business days.

4.3.8 Notify the RSA Counselor verbally within one business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed-upon objective(s).

..3.8.1 Ensure that a new authorization has been received from the RSA Counselor prior to making any changes in the level of service provided, including an increase or decrease in the number of units of service and/or a change in the setting.

4.3.9 Schedule regular monthly meetings with the RSA Counselor and the client either via phone or in person if the service provision is projected to last four weeks or longer.

5.0 QUALIFICATION REQUIREMENTS. The Contractor shall ensure that:

5.1 Personnel who oversee the services provided under this contract and prepare progress reports meet the following minimum requirements:

1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one year of full time employment working with individuals with disabilities; or
2. A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Deaf Studies, Psychology, Sociology, Education, etc.) and documentation of two years full time employment in working with individuals with disabilities; or
3. A high school diploma or GED and documentation of five (5) years of experience directly working with individuals with disabilities, preferably involved in the provision of vocational rehabilitation services.

5.2 Personnel who do not have the above qualifications, but who provide direct services under this contract shall have a high school diploma or G.E.D and one (1) year of documented experience (preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services). These individuals may be utilized as follows:

1. On a limited basis and when assigned tasks that would be considered preliminary or less technical in nature, and
2. Under the direction and supervision of staff member who meets the criteria in 5.1 above.

5.3 Personnel providing direct client services shall:

5.3.1 Be able to communicate, either directly or through the assistance of professional interpreters, in the native language of clients who have limited speaking ability, and to use all other appropriate and effective modes of communications used by clients.

5.3.2 Meet the variety of needs of RSA clients, including clients with intensive behavioral, physical, and medical challenges.

6.0 ADMINISTRATIVE REQUIREMENTS. The Contractor shall:

6.1 Establish and maintain books and records related to services and expenditures for all clients who received services under this contract. The records shall be retained for a period of six (6) years after termination of the contract or six (6) years after termination of service to the client, whichever is later.

6.2 Ensure that client case records include the RSA Referral for Services, RSA authorization letter(s), the Client Service Plan, Monthly Progress Reports, annual evaluation report, records of services provision, date(s) of follow-up meetings(s) with the RSA counselor, notes from meetings, personnel time log of service provision, client's attendance logs, and client's satisfaction surveys.

6.3 Ensure that its personnel records include:

1. Copies of all licenses and/or certifications,
2. A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions, and
3. Current written job descriptions, which include minimum qualifications for training and experience, for each position that shall be utilized in the provision of a service under the

contract, and current résumés/applications for each person who will provide direct client services.

.4 Maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objectives.

6.4.1 Have the management plan on file and make the plan available to RSA contract monitors upon request. The management plan shall contain elements that address the following:

1. Incident management, corrective action and preventions;
2. Complaints and grievances;
3. Monitoring and evaluation the service provision (i.e., measurement of outcomes as it relates to the client's objectives) and the improvement of the quality of services;
4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel; and
5. Soliciting input from clients to evaluate the effectiveness of the service provision by developing a client satisfaction survey and providing a copy of the survey to all clients upon the client's completion of the services for them to complete and sign. The Survey shall measure client satisfaction with services provided, goals obtained, and staff interaction, and their role in decision making process. The results of the client's satisfaction survey shall be kept in the client's case file.

6.5 Adhere to the Contractor Code of Conduct (Exhibit 2).

6.6 Adhere to the requirements of the Rehabilitation Act and its implementing regulations 34 CFR 361.51 Standards for facilities and providers of services. http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html

6.7 Adhere to Client Transportation Requirements (Exhibit 3), if a client is being transported by the Contractor during the service provision.

7.0 CONTRACTOR PERFORMANCE EVALUATION

7.1 SERVICE OUTCOMES. Expected outcome for these services is a client's development of those skills identified in the Client's Service Plan necessary for successful in employment, post secondary education/skill training or independent living.

7.2 PERFORMANCE STANDARDS. The Contractor shall meet the following performance standards during the contract year:

7.2.1 Performance Standard #1- Acceptance Rate: at a minimum, 90% of the RSA clients referred for services shall be accepted by the Contractor.

7.2.2 Performance Standard # 2- Successful Completion Rate: at a minimum, 80% of clients who were accepted by the Contractor shall successfully complete the objectives outlined in the Client Service Plan.

7.3 EVALUATION. RSA will conduct ongoing evaluation of the Contractor's performance in achieving the minimum acceptable service standards through the Contractor's monthly and quarterly reports and RSA data available through the RSA Database. The results of the evaluation will be shared with RSA Counselors as part of informed choice in selecting the services among available Contractors for these services.

8.0 NOTICES

8.1 The Contractor shall address all notices relative to this contract to the attention of: RSA Contracts Unit Manager PO BOX 6123 Site Code 930A, Phoenix, Arizona 85005-6123.

8.2 The Contractor shall submit all correspondence regarding individual service requests and payment to the requesting ADES staff.

9.0 PAYMENT UNIT

9.1 Payment shall not exceed the RSA fee (s) listed in the RSA Fee Schedule. The fees indicate the maximum payment rates.

9.2 The fees are all inclusive which means they include the Contractor's staff time, administrative cost, research, report preparation, travel time and mileage, time lost due to client missed appointment ("no shows") and other cost associated with the service provision. RSA will not pay for these costs separately.

9.3 The SERVICE UNIT is one hour or sixty (60) minutes of the Contractor's time spent providing services.

9.4 The RSA Fee Schedule is based on the service setting and travel requirements for the service provision.

9.4.1 Individual Setting means actual time spent providing services to one client.

9.4.2 Group Setting means actual time spent providing services to a client who is in attendance in a group of two (2) to six (6) clients.

9.4.3 Facility Based Service Provision means that services are provided at the Contractor's business location or facility location.

9.4.4 Local Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is less than 35 miles.

9.4.5 Distant Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is more than 35 miles and less than 60 miles.

9.4.6 Long Distance Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is more than 60 miles.

9.5 Payment will be made by the Department upon receipt and acceptance of required reporting documents stated below.

9.6 The Contractor shall bill RSA only for the number of hours that have been provided up to the number of service units authorized by the VR Counselor. The number of service units authorized by the VR Counselor is based on the individual client's needs as discussed and agreed among the VR Counselor, the client and the Contractor prior to authorizing services.

10.0 REPORTING REQUIREMENTS

10.1 Program Reports. The Contractor shall submit:

1. Monthly Progress Reports (Exhibit 4) within fifteen (15) days following the month in which services were delivered to the referring RSA Counselor;
2. Quarterly Reports (Exhibit 5) within thirty (30) days following the end of each quarter to a designated District Contract Specialist and the RSA Contracts Unit Manager; PO BOX 6123 Site Code 930A; Phoenix, AZ 85005.

10.2 Finance Reports. The Contractor shall submit a Contractor Billing Form (Exhibit 6) to the designated RSA billing office within fifteen (15) days following the end of each service month. If a Contractor Billing Form is improperly submitted or contains an error, RSA staff will notify the Contractor in writing following receipt of the form.

10.2.1 Billable hours include time spent:

1. With the client face-to-face or using other communication methods (e.g. phone calls) provided that service provision lasted longer than 15 minutes.
2. With a community agency representative(related to access to community services) face to face or by phone calls to resolve issues raised by the client or other party provided that service provision lasted (15) minutes or longer.
3. With an RSA Counselor face-to-face or by phone calls to discuss specific issues pertaining to the client, provided that service provision lasted longer than 15 minutes.
4. With a group of two to six clients providing services.

10.2.2 Billing:

1. When billing for group setting, the number of hours spent should be divided by the number of clients who attended the group to determine a prorated billing amount per client. For example: If a group of five clients are provided two hours of services at an hourly fee of $100, the billing amount of $ 200 (2 hours multiplied by $ 100) would be divided by five (5) to establish the $40 per client ($200 divided by 5=$40 per client).
2. Routine follow up calls with the client, the RSA Counselor or any other party are <u>not</u> billable.
3. At the end of a reporting period, the total time spent with the client shall be rounded to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours.

10.3 Other Reports: RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision.

RSA FEE SCHEDULE

SERVICE	FEE PER HOUR
Individual Facility Based	$ 50.00
Individual Local Itinerant	$ 56.00
Individual Distant Itinerant	$ 68.00
Individual Long Distance Itinerant	$ 76.00
Group Facility Based	$ 78.00
Group Local Itinerant	$ 86.00
Group Distant Itinerant	$ 106.00
Group Long Distance Itinerant	$ 114.00

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

1. PROVIDER INFORMATION

Legal Business Name Gila County, Division of Health and Community Services,		
Doing Business As Gila Employment and Special Training		Tax Identification Number 86-6000444
Mailing Address(City State Zip Code) 5515 South Apache Ave. Suite 200 Globe, AZ 85501		
Remit To/ Billing Address (City State Zip Code), if different than mailing address		
Contact Name and Title **David B. Caddell, GEST Program Manager**		
Phone Number 928-402-8664	Fax Number 928-425-9468	E-mail dcaddell@co.gila.az.us
Video Phone	Website http://www.gilacountyaz.gov	TTY Number 7-1-1
Name and Title of Authorized Signatory: Shirley L. Dawson, Chairman, Gila County Board of Supervisors		

2. SERVICE INFORMATION

Do you provide this service in any language (s) other than English? Yes ☐ No ☐ If yes, check all boxes that apply: ☒ Spanish ☐ Sign Language ☐ Other (specify)

Check service type you propose to provide:

☒ Orientation and Adjustment to Disability
☒ Independent Living Skills Development
☒ Orientation and Mobility Training

3. QUALIFICATIONS *List all your licenses applicable for the services listed above*

License/certificate type and number	Date Issued	Expiration Date	Issuing agency
1.			
2.			

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

Professional Sanctions: Disclose information about any current or past (within last five years) legal actions, sanctions, or debarments for which you were involved. Use supplemental sheet to summarize the issue if needed.

None

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

4. FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services

☐ Statewide	☐ Apache	☐ Cochise	☐ Coconino	☒ Gila	☐ Graham	☐ Greenlee	☐ La Paz
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinal	☐ Santa Cruz	☐ Yavapai	☐ Yuma

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

Service Location Address (City, State Zip Code, County) 5515 South Apache Ave. Suite 200 Globe, AZ 85501, Gila		
Telephone Number 928-425-7631	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except Legal Holidays.		

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

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

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
David Caddell	S☐ E☒	14	
Catherine Levario	S☐ E☒	4	
Patricia Rocha	S☐ E☒	5	
Phillis Weaver	S☐ E☒	14	
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		

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

☒ New Year's Day
☒ President's Day
☒ Memorial Day
☐ Rosh Hashanah
☒ Veterans' Day
☐ Other: _____

☒ Martin Luther King Jr.'s Birthday
☐ Washington's Birthday
☒ Independence Day
☐ Yom Kippur
☒ Thanksgiving Day
☐ _____

☐ Good Friday
☒ Labor Day
☒ Columbus Day
☒ Christmas Day

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

INSTRUCTIONS

Legal Business Name: This is the name and address that is reported to the Internal Revenue Service (IRS) for tax reporting purposes). If business is a medical, dental, psychological services group, indicate the name of the individual for whom the Application applies.

Contact Person. The name, title, telephone number and e-mail address of the authorized person(s) who should be contacted to answer questions regarding this Application.

Doing Business As. The "doing business as" (DBA) name may be different from the legal business name reported above. The "doing business as" name is the name the supplier is generally known by to the public.

Tax Identification Number. The Tax Identification Number issued by the IRS for the provider completing this form. This is the number issued by the IRS and used to report tax information to the IRS. If a sole proprietor, Social Security Number may be used.

Qualifications Information. The name(s) of all licenses that you have that allows you to operate the business or provide services for which you applied. List organizations that have accredited your company, or from which you have applied for accreditation; Indicate specific area (s) in which you are accredited. A copy of all licenses, certifications or accreditations shall be submitted along with the Application.

Sanctions - Disclose information about any current or past (within last five years) legal actions, sanctions, or debarments for which you were involved. Sanctions would include, but are not limited to, debarment from any Federal program or state programs. This includes any actions taken against any member of the board of directors, chief corporate officers, high-level employees, affiliated companies, network members or subcontractors. Provide additional information regarding any previous or current sanctions.

Facility Location and Staffing Chart
Indicate all physical addresses where you provide services. Post office boxes and drop boxes are not acceptable for physical addresses. The physical address(s) must be the actual address(s) where you conduct business with customers. Address(s) must be the address(s) where customers can contact you directly. Please use only postal abbreviations. Zip code and telephone number (with area code) must be included. Providers with multiple locations: Facility Location Chart must be completed for each location.

Exhibit 1

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
SERVICE PLAN

GENERAL INFORMATION

Service type:
Client Name and RSA ID Number:
Referring RSA Counselor's name:
Date of meeting:
Contractor name , address and phone number
Contract Number:

CLIENT'S SERVICE NEEDS ASSESSMENT

Counselor's Referral question(s) or concerns:

Client's present or baseline level of skills; current concerns or service needs:

Other areas relevant to the service provision and client's accomplishment of service objectives:

Client's accommodation and assistive technology needs necessary for successful completion of the service objectives:

Attach a written assessment report to include recommendations for services

Exhibit 1

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
SERVICE PLAN

CLIENT SERVICE OBJECTIVES

Each objective must be expressed in measurable terms and include a statement of expected service outcome.

Client Service Objective(s)	Expected Service Outcome(s)	Anticipated completion date

If applicable, client's attendance requirements necessary for successful completion of the stated objectives:
Number of days per week:
Number of hours per day:
Anticipated number of service units:

Client/Guardian Signature _____ Date: _____

Preparer's signature _____ Date: _____

Exhibit 2

Code of Conduct

The Contractor shall adhere to the following Code of Conduct:

1. The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall:
   a. Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.
   b. Collaborate with RSA staff and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.
   c. Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA staff assigned to the client's case.
   d. Develop and maintain confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.
   e. Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.
   f. Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
   g. NEVER:
      i. Engage in any form of intimate and sexual activity with an RSA client.
      ii. Enter into any business partnership with an RSA client.
      iii. Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.
      iv. Exploit the client's trust in the Contractor or its personnel for any purpose.
      v. Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

Exhibit 3

CLIENT TRANSPORTATION REQUIREMENTS

1.0 Transportation Requirements

1.1 The Contractor may provide transportation for the client, dependent(s) and/or care-givers for the purpose of the client's participation in service provision;

1.2 Transposition cost is the responsibility of the Contractor.

1.3 If the Contractor provides its own vehicular transportation of clients, their dependents and/or care-givers, or uses a private provider or volunteer-driven vehicles to transport clients, their dependents and/or care-givers, in addition to the requirements specified in A.C.C. R9-20-212 and 213, and all applicable Federal, State and local laws, rules and regulations, the following shall apply:

1.3.1 No client, dependent and/or care-giver shall be transported in portions of the vehicles not constructed for the purpose of transporting people, such as truck beds, campers, or any trailered attachment to a motor vehicle;

1.3.2 The Contractor's personnel shall assist the client, dependent(s) and/or care-giver(s) to enter and exit the vehicle as is necessary;

1.3.3 The Contractor shall ensure that all individuals are properly seated and seat belts are securely fastened by means of age- and weight-appropriate restraints when the vehicle is in operation;

1.3.3.1 Child safety restraint seats shall be used in accordance with ARS § 28-907.

1.3.4 Contractor's personnel and client, dependent(s) and/or care-giver(s) shall not stand or sit on the floor while the vehicle is in motion; Vehicle doors shall remain locked at all times when the vehicle is in motion;

1.3.5 The Contractor shall provide a safe vehicle loading and unloading area, away from moving traffic and hazardous obstructions;

1.3.6 Clients, dependents and/or care-givers with special mobility needs shall be provided transportation in a vehicle adapted to those needs.

1.3.6.1 Vehicles used to transport clients in wheelchairs shall be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.

1.3.7 The Contractor shall report any traffic accident involving any client, dependent and/or care-giver being transported by the Contractor, its transport contractor or contractor personnel, volunteers, or interns utilizing personal vehicles;

1.3.7.1 The accident shall be verbally reported the same day of the occurrence to the referring ADES staff. A legible, written report of the accident shall be submitted within three (3) business days.

1.3.8 All vehicles used for this service shall have valid registration and license plates.

1.3.8.1 All vehicles used for this service shall have at least the minimum level of insurance required by the State of Arizona.

1.3.8.2 All vehicles used for this service shall be constructed for the safe transportation of persons. All seats shall be securely fastened to the body of the vehicle.

1.3.9 Individuals providing transportation shall be a minimum of eighteen (18) years of age and possess a valid Operator's License or Chauffeur's License.

1.3.9.1 The Contractor shall require verification of the driving record for any individual who will be providing transportation services to assure no revocation or suspension of his or her license within the last three (3) to five (5) years.

1.3.9.2 The Contractor shall provide an Identification Card to all persons providing transportation, whether paid or volunteer;

1.3.10 The Contractor shall escort all persons, under the age of 18 and without an adult in accompaniment, to their final destination and not leave them unattended.

1.3.11 Contractor may utilize public transportation services for transporting the client alone, depending upon the age and developmental ability of the client to utilize this service on his/her own.

1.3.11.1 Payment for the public transportation service is the responsibility of the Contractor. The referring ADES staff must be in agreement with the use of public transportation prior to this occurring.

Exhibit 4

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

MONTHLY PROGRESS REPORT

Service Type:	Reporting period (insert month and year)
Client's name:	Client's RSA ID Number:
Contractor's Name and Address:	Contract Number:
Referring VR Counselor's Name:	
Number of service units authorized for this reporting period: Number of service units billed : Number of service units remaining:	

CLIENT'S PROGRESS UPDATE

Client progress in achieving service objectives and how the progress was measured:
Problems/issues that client is encountering (describe).
Concerns, recommendations, additional support provided (discuss).

Preparer's printed name _____

Preparer's signature _____ Date :_____

Exhibit 4

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

MONTHLY PROGRESS REPORT

Client's RSA ID Number:
Contract Number:

SERVICE OBJECTIVES AND OUTCOMES
Each objective must be expressed in measurable term and statements. The following information is required for each service objective:

List each client's objective as specified in the *Client Service Plan*	Accomplished within anticipated time		Describe activities and services provided during this reporting period
	Yes	No	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	

Exhibit 5

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
QUARTERLY REPORT

REPORTING QUARTER:
CONTRACT YEAR:

Contractor's Name:
Contract Number:
Service Type:

Number of clients referred:	Number of clients accepted:
Number of clients who completed services:	Number of clients who dropped out or case closed unsuccessfully:

1. Describe service program problems (e.g. decrease or no referrals from RSA, reduction in subcontract work available, staff turnover, etc.).

2. What actions are you taking to resolve these problems?

3. RSA CLIENT NEEDS/CONCERNS (describe the problems, if any, that RSA client are experiencing that RSA could address).

Preparer's signature and date: _____

Exhibit 5

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
QUARTERLY REPORT

*This is a **cumulative, unduplicated report** of all clients served during the each calendar quarter.*

Contract Number:

Indicate a calendar quarter in which an event occurred (e.g. referred Q 1; accepted Q2, service provided Q2 and Q3, service completed Q4)

Client name	Referred	Accepted	Services provided	Drop out	Service Completed
John Doe	Q I	Q I	Q II	N/A	Q III

Exhibit 6

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

CONTRACTOR BILLING FORM

Date
Billing period (enter day, month and year)

Contractor's name, address and phone number
Contract Number
Contractor's FEI or SSN Number
RSA client's name

Service	RSA Authorization Number	Service Unit	Contract Rate	Billed dollar amount (in $)
TOTAL				

"This invoice is a true and accurate account of the services listed on this statement for the time period specified; this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review."

Name, title, phone number and address of the Contractor has designated person who prepared this form:

Name:

Title:

Phone Number

PREPARER'S SIGNATURE _____

Date: _____

ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

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 an 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 or 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 of Lobbying Activities," 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION

Gila County, Division of Health and Community Services, dba: Gila Employment and Special Training

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mrs.

* First Name: Shirley Middle Name: L. * Last Name: Dawson

Suffix:

* Title: Chairman, Gila County Board of Supervisors

Shirley L. Dawson 9/15/09

* SIGNATURE: * DATE:

Approved as to form: for Gila County Attorney

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County, Division of Health and Community Services, dba: Gila Employment and Special Training
Name of Agency /Organization

Shirley L. Dawson, Chairman, Gila County Board of Supervisors
Name and Title of Authorized Representative

Shirley L. Dawson
Signature

9/15/09
Date

Approved as to form: [signature]
for Gila County Attorney

ARF-487 **Consent Agenda Item Item #: 4- F**

Regular BOS Meeting

Date: 04/19/2011

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Shannon Boyer, Public Works Division

Department: Public Works Division Division: Administration

Presenter's Name:

Information

Request/Subject

Public Works Division Policy No. DPW 09-05 - "Commercial Driver License (CDL) Random Drug/Alcohol Testing" Proposed Revisions

Background Information

The proposed revisions are to the Public Works Division Policy No. DPW 09-05 - "Commercial Driver License (CDL) Random Drug/Alcohol Testing," which was approved on November 3, 2009.

Evaluation

The procedures to the original policy have had slight changes to include the titles of what is now called Human Resources. These changes have occured since the original approval of the policy.

Conclusion

The proposed revisions change the "Procedures" section of the CDL Random Drug/Alcohol Testing policy.

Recommendation

The Gila County Public Works Division recommends approval of the proposed revisions to the Public Works Division Policy No. DPW 09-05 - "Commercial Driver License (CDL) Random Drug/Alcohol Testing."

Suggested Motion

Approval of revisions to the Public Works Division Policy No. DPW 09-05 - "Commercial Driver License (CDL) Random Drug/Alcohol Testing."

Attachments

Link: Final PWD Policy No. 09-05

Link: Revised PWD Policy No. 09-05 - Changes in red

GILA COUNTY
DIVISION OF PUBLIC WORKS

DIVISION POLICY or PROCEDURE

Title: Commercial Driver License (CDL) Random Drug/Alcohol Testing	**Effective Date:** 11/3/2009 **Revised:** 4/19/2011	**Department:** All Divisions
Purpose: To comply with Federal Regulations regarding random drug and/or alcohol testing for individuals operating commercial class vehicles.	**Authorized Signature:** Steve Stratton, Director of Public Works Bryan Chambers, Chief Deputy County Attorney	

Policy Statement:

Employees are required to hold current Commercial Driver License (CDL) as stated in their job classifications and be tested according to County random drug/alcohol testing process. This policy is intended to supplement Rule 10 – Drugs and Alcohol of the Gila County Merit System Rules and Policies Manual. The Gila County Merit System Rules and Policies take precedence in the event of any conflict between the policies.

1. Background:

Federal Regulations require that random drug and/or alcohol testing be administered to persons who are required to have a CDL in order to perform their job. County policy indicates that persons holding safety sensitive positions have a current CDL and be included in the random drug and/or alcohol testing process.

2. Responsibilities:

Supervisors will uphold the requirement for a Class A and B CDL with endorsements and will prohibit any employee from operating equipment requiring a CDL without endorsements, physicals, renewals, and refreshers, except for training and/or testing purposes. This responsibility is set in 49 CFR (Code of Federal Regulations) Part 172.704 *Training Requirements,* (c) (ii)(4) *Compliance* and Part 391 *Qualifications of Driver.* Any employee performing a safety sensitive function on a commercial class vehicle must have a current CDL.

A. It is the supervisor's responsibility to be sure their employees comply with the requirements of obtaining and maintaining a CDL and the associated endorsements.
B. It is the employee's responsibility to obtain and maintain the CDL and the endorsements as a condition of employment. In the event a CDL is suspended or a citation is received, the CDL and endorsement must be renewed at the employee's expense using personal time for testing and physicals. If loss of CDL privileges occurs, the employee must immediately (within 24 hours) notify their supervisor upon receipt of the suspension, revocation or loss of CDL privileges.

Waivers, for employees who can't renew the CDL privileges due to health issues or driving record issues, will not be granted.

3. Procedures:

- Each month employee's names are randomly selected for drug and/or alcohol testing by an independent consultant. The Deputy Human Resources Director is sent the list of employees selected.

- The Deputy Human Resources Director contacts the Public Works Executive Administrative Assistant with the list of names selected so that testing dates and times may be scheduled.

- The Public Works Executive Administrative Assistant gives list of names selected to the Materials Tester/Safety Representative.

- The Materials Tester/Safety Representative informs the Deputy Human Resources Director when testing will occur.

- The Materials Tester/Safety Representative informs the foreman/manager immediately prior to picking up selected employees from their worksite. If the employee is a Payson area employee, the Material Tester/Safety Representative will have called the Deputy Human Resources Director at least the day before. The Deputy Human Resources Director will call Diversified Solutions or Stat Clinix letting them know who is on their way for testing.

  Payson
  Diversified Solutions hours of operation are 8:00 am – 12:00 pm, Monday thorugh Friday.
  Stat Clinix hours of operation are 8:00 am – 8:00 pm, 7 days per week.

  Globe
  Diversified Solutions hours of operation are 8:30 am – 12:15 pm and 1:00 pm to 2:30 pm, Monday through Friday.

  If the employee is a Globe area employee, he/she is taken to Deputy Human Resources Director in Globe for the required paperwork and then taken to the testing site. The employee does not leave the sight of the Materials Tester/Safety Representative until the testing has been completed and the employee is back at the worksite.

- Testing results are sent to the Deputy Personnel Director. Should a test return with a positive result, the Gila County Merit System Rules and Policies will be followed. All other results are ultimately sent to the Public Works Executive Administrative Assistant. The results are eventually distributed to the appropriate area to be included in the employee's CDL file.

GILA COUNTY
DIVISION OF PUBLIC WORKS

DIVISION POLICY or PROCEDURE

Title: Commercial Driver License (CDL) Random Drug/Alcohol Testing	**Effective Date:** 11/3/2009 **Revised:** 4/19/2011	**Department:** All Divisions
Purpose: To comply with Federal Regulations regarding random drug and/or alcohol testing for individuals operating commercial class vehicles.	**Authorized Signature:** Steve Stratton, Director of Public Works Bryan Chambers, Chief Deputy County Attorney	

Policy Statement:

Employees are required to hold current Commercial Driver License (CDL) as stated in their job classifications and be tested according to County random drug/alcohol testing process. This policy is intended to supplement Rule 10 – Drugs and Alcohol of the Gila County Merit System Rules and Policies Manual. The Gila County Merit System Rules and Policies take precedence in the event of any conflict between the policies.

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Federal Regulations require that random drug and/or alcohol testing be administered to persons who are required to have a CDL in order to perform their job. County policy indicates that persons holding safety sensitive positions have a current CDL and be included in the random drug and/or alcohol testing process.

2. Responsibilities:

Supervisors will uphold the requirement for a Class A and B CDL with endorsements and will prohibit any employee from operating equipment requiring a CDL without endorsements, physicals, renewals, and refreshers, except for training and/or testing purposes. This responsibility is set in 49 CFR (Code of Federal Regulations) Part 172.704 *Training Requirements,* (c) (ii)(4) *Compliance* and Part 391 *Qualifications of Driver.* Any employee performing a safety sensitive function on a commercial class vehicle must have a current CDL.

A. It is the supervisor's responsibility to be sure their employees comply with the requirements of obtaining and maintaining a CDL and the associated endorsements.
B. It is the employee's responsibility to obtain and maintain the CDL and the endorsements as a condition of employment. In the event a CDL is suspended or a citation is received, the CDL and endorsement must be renewed at the employee's expense using personal time for testing and physicals. If loss of CDL privileges occurs, the employee must immediately (within 24 hours) notify their supervisor upon receipt of the suspension, revocation or loss of CDL privileges.

Waivers, for employees who can't renew the CDL privileges due to health issues or driving record issues, will not be granted.

3. Procedures:

- Each month employee's names are randomly selected for drug and/or alcohol testing by an independent consultant. The Deputy Human Resources (Personnel deleted) Director is sent the list of employees selected.

- The Deputy Human Resources (Personnel deleted) Director contacts the Public Works Executive Administrative Assistant with the list of names selected so that testing dates and times may be scheduled.

- The Public Works Executive Administrative Assistant gives list of names selected to the Materials Tester/Safety Representative.

- The Materials Tester/Safety Representative informs the Deputy Human Resources (Personnel deleted) Director when testing will occur. (with the dates and times of upcoming testing)

- The Materials Tester/Safety Representative informs the foreman/manager immediately prior to picking up selected employees from their worksite. If the employee is a Payson area (Timber deleted) employee, the Material Tester/Safety Representative will have called the Deputy Human Resources (Personnel deleted) Director at least the day before. The Deputy Human Resources (Personnel deleted) Director will call Diversified Solutions or Stat Clinix letting them know who is on their way for testing.

  <u>Payson</u>
  Diversified Solutions hours of operation are 8:00 am – 12:00 pm, Monday thorugh Friday.
  Stat Clinix hours of operation are 8:00 am – 8:00 pm, 7 days per week.

  <u>Globe</u>
  Diversified Solutions hours of operation are 8:30 am – 12:15 pm and 1:00 pm to 2:30 pm, Monday through Friday.

  If the employee is a Globe area (Copper deleted) employee, he/she is taken to Deputy Human Resources (Personnel deleted) Director in Globe for the required paperwork and then taken to the testing site. The employee does not leave the sight of the Materials Tester/Safety Representative until the testing has been completed and the employee is back at the worksite.

- Testing results are sent to the Deputy Personnel Director. Should a test return with a positive result, the Gila County Merit System Rules and Policies will be followed. All other results are ultimately sent to the Public Works Executive Administrative Assistant. The results are eventually distributed to the appropriate area to be included in the employee's (their deleted) CDL file.

ARF-449 **Consent Agenda Item Item #: 4- G**

Regular BOS Meeting

Date: 04/19/2011

Submitted By: Barbara Valencia, Community Services Division

Department: Community Services Division Division: WIA Department

Presenter's Name:

Information

Request/Subject

Approval of Membership of the Gila/Pinal Workforce Investment Board

Background Information

Under the Workforce Investment Act (WIA) of 1998 (Section 117), it is a requirement that Local Workforce Investment Boards (LWIBs) recommend and approve membership under the category set forth in WIA and then forwarded to the chief elected officials for final approval.

Evaluation

The Gila/Pinal Workforce Investment Board recommended and approved new membership at its December 28, 2010, meeting. Membership is then forwarded to the Board of Supervisors for final approval.

Conclusion

The Gila/Pinal Workforce Investment Board accepted the resignation of Maxine Brown, Executive Director - Central Arizona Association of Governments, and Jan Engan, Workforce Development Director - Pinal-Gila Council for Senior Citizens, as of December 28, 2010. Per the Bylaws of the Gila-Pinal Workforce Investment Board (WIB), when a member resigns from the WIB another person is not appointed to fulfill the previous member's term of office, but rather a member is appointed to a new 4-year term of office.

The Gila/Pinal Workforce Investment Board has recommended and approved membership for the following:
Joan Moore, Workforce Development Director
Pinal-Gila Council for Senior Citizens
Represents: Senior Community Service Employment

Brian Tapp, Executive Director
Central Arizona Association of Governments
Represents: Economic Development and Community Based Organization

Recommendation

Recommendation to accept the resignations of Maxine Brown, Executive Director of Central Arizona Association of Governments, and Jan Engan, Pinal-Gila Council for Senior Citizens from the Gila-Pinal WIB; and to appoint Brian Tapp, Executive Director of Central Arizona Association of Governments, and Joan Moore, Workforce Development Director for Pinal-Gila Council for Senior Citizens, to the Gila/Pinal WIB for a 4-year term.

Suggested Motion

Approval to accept the resignations of Maxine Brown-Central Arizona Association of Governments and Jan Engan-Pinal-Gila Council for Senior Citizens from the Gila-Pinal Workforce Investment Board; and to appoint Brian Tapp, Executive Director of Central Arizona Association of Governments, and Joan Moore, Workforce Development Director for Pinal-Gila Council for Senior Citizens, for a 4-year term of office, from December 28, 2010, through December 27, 2014.

Attachments

Link: Gila-Pinal WIB Membership Listing 4-13-11

(GILA/PINAL WORKFORCE INVESTMENT BOARD)
JANUARY 2011

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served		DATES OF TERM	LENGTH OF TERM (# of years)
ED CARPENTER	C	C	10	January 1, 2000 – January 1, 2011	4
CLIFF POTTS	C	C	10	January 1, 2000 – January 1, 2011	4
JERI BYRNE	C	C	10	July 1, 2000 – July 1, 2011	4
~~MAXINE BROWN~~	~~C~~	~~C~~	~~10~~	~~July 1. 2000 – July 1, 2011~~	~~4~~
CHARLIE ESTRADA	C	C	9	April 1, 2001 – April 1, 2011	4
MARIAN SHEPPARD	C	C	10	January 1, 2000 – January 1, 2012	4
DIANA RUSSELL	C	C	10	January 1, 2002 – January 1, 2011	4
BERNADETTE KNIFFIN	C	C	3	January 1, 2002 – January 1, 2011	4
JIM SORENSEN	C	C	10	October 1, 2000 – October 1, 2010	4
BRAD MCCORMICK	C	C	2	October 1, 2008 – October 1, 2012	4
BILLIE LAVIN	C	C	2	July 1, 2008 – July 1, 2012	4
MANUEL ARMENTA	C	B		October 1, 2010 – October 1, 2014	4
CINDY FLETCHER	C	C	10	January 1, 2000 – January 1, 2012	4
~~JAN ENGAN~~	~~C~~	~~C~~	~~1~~	~~July 1, 2010 – July 1, 2014~~	~~4~~
BRIAN TAPP	**C**	**A ***		December 28, 2010–December 27, 2014	4
JOAN MOORE	**C**	**A ***		December 28, 2010–December 27, 2014	4
Other WIB members that represent Pinal County are appointed by Pinal County BOS.		*Per Gila/Pinal WIB Bylaws-when a member resigns there isn't a person appointed to serve out their term; a new person is appointed for a new 4-year term.			

Appointment Designation Definitions:
A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appoint.
B) Supervisor Appointment: Member unrestricted by district.
C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
E) Alternate Members: As defined by individual committee criteria.

ARF-403 **Consent Agenda Item Item #: 4- H**

Regular BOS Meeting

Date: 04/19/2011

Submitted For:	Gila County Rodeo Committee	Submitted By:	Linda Rodriguez, County Manager
Department:	County Manager		
Presenter's Name:	N/A		

Information

Request/Subject

Gila County Rodeo Committee's request to use the Fairgrounds Rodeo arena for its Copper Dust Stampede Rodeo on May 14-15, 2011, with waiver of fees

Background Information

The Gila County Rodeo Committee was re-established in 2001, when Charlie Brewer had a request to put on a rodeo the following year. The Rodeo Committee was first required to provide spectator insurance, which could not be put under the umbrella of the County's insurance policy and has since provided its own $1 million insurance policy for each function held at the Fairgrounds.

The Rodeo Committee purchased its own rodeo facility, which was paid for by the third year, with the help of the Fairgrounds crew for doing most of the work in putting the rodeo facility together. Chairman Charlie Brewer stated that his biggest challenge is to secure sponsors for all of the events and the average cost of the rodeo over the past 5 years was between $20,000 to $23,000 per event; the "Kids" Rodeo costs $4,750. He also stated how fortunate the community is to have business people who are very supportive of the events for the youth at the Fairgrounds. The Rodeo Committee is a group of dedicated volunteers in keeping the western tradition alive in southern Gila County.

Evaluation

The Copper Dust Stampede Rodeo provides fun for the family and draws people from across the nation, and the "best of the best" cowboys.

The annual Rodeo is also beneficial to the economy of the community.

Conclusion

The Gila County Rodeo Committee's request to use the Fairgrounds Rodeo arena, with a waiver of fees, should be approved for the Copper Dust Stampede Rodeo.

There is no conflict with dates; insurance certificate will be provided prior to event and security has been arranged with Detective Johnny Holmes of the Gila County Sheriff's Office.

Recommendation

The recommendation of the staff is to approve the Gila County Rodeo Committee's request.

Suggested Motion

Approval of the Gila County Rodeo Committee's request to use the Fairgrounds Rodeo arena for the Copper Dust Stampede Rodeo on May 14-15, 2011, with a waiver of fees.

Attachments

Link: Gila County Rodeo Committee Application

Link: Old Fashioned Rodeo Flyer

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:	Gila County Rodeo Committee				
Address of Individual or Organization:	P.O. Box 1538 Globe, Arizona 85502				
Function to be Held:	Copper Dust Stampede Rodeo				
Contact Person for Event:	Charles Brewer				
Telephone No.:	(928) 200-1237				
Date(s) Requested:	MAY 14, 2011	thru	MAY 15, 2011		
Time of Event:	SAT: 6:00 PM - 10:00 PM	to	SUN 1:00 PM - 4:00 PM		
Estimate How Many People Will Attend Event:	3,000				
Liquor License No. and Sold by (Name):			Served only?		
Will this event be public or private?		Public	✓	Private	
If public, would you like this event listed on the Gila County Fairgrounds webpage?		Yes	✓	No	
Information to be posted on webpage:	Is there an entrance fee?		Yes	✓	No
Adults: $ 5.00	Children: $ FREE		Seniors: $ FREE		

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

☐ Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

		Total Fee:
First Day of Event - $350.00		
Each Additional Day of Event - $250.00	Days	
($50.00 of cleaning deposit is non-refundable) Cleaning Deposit $150.00		
Key Deposit - $25.00		

☐ Commercial Building: Capacity is 320 people.

First Day of Event - $200.00		
Each additional Day - $100.00	Days	

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

☐ ATV Grounds

$75.00 per day; $300.00 per week (5 days)	Days	

☑ Rodeo Arena

First Day of Event - $1,200.00 + set up charges		
$ 150.00 for each additional day	Days	
$25.00 per hour for lights	Hours	

☐ Grandstand Area

First Day of Event - $500.00		
$150.00 each additional day	Days	

☐ Livestock Shed A (60 x 120)	$150.00 per day		Days	
☐ Livestock Shed B (80 x 120)	$150.00 per day		Days	
☐ Livestock Shed C (30 x 120)	$150.00 per day		Days	
☐ Horse Stall(s)	$10.00 Each per day	EA	Days	
☐ Car Track/Motor Cross	$150.00 per day		Days	
☐ Other Areas at Fairgrounds	$150.00 per day		Days	
			TOTAL FEE(S) DUE:	

POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security personnel for events where:
   a. Alcohol/liquor is served or sold;
   b. Events are offered for public attendance;
   c. More than 150 persons are expected to attend a private event;
   d. Under all other circumstances the event sponsor/individual will provide adequate security. It is understood that no security is provided by the County through the County;
   e. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security personnel needed for their event. **At a minimum no less than two (2) law enforcement officers are required for every 150 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Board's policy **not to allow alcohol/liquor outside the building.** Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Fairgrounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified. **Fairgrounds Office (928-425-5924)** Open between the hours of 6:00 a.m. and 2:30 p.m.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent for the Fairgrounds' facilities are forwarded to and approved by the Board of Supervisors. The event contact will be notified by mail of waiver status.
9. **The event contact person should communicate with Scott Marcanti at least ten (10) working days before the event to review facility setup.**
10. If you received this application by mail or download from the internet (www.gilacountyaz.gov), please mail the completed document with original signature to:

    Linda Rodriguez
    Administrative Manager
    1400 E. Ash St.
    Globe, AZ 85501

    Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.
11. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
12. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
13. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Board of Supervisors.

I have read and understand this application:

Applicant Signature:	Charles O Brown	Date:	2-2-2011

(Do not write below this line)

E.M./F.G. Checklist:							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
		Approved:				**Disapproved:**	
Signature:						2-22-11	
				Fairgrounds Personnel Signature		**Date**	
Signature:							
				Chairman Gila County Board of Supervisors		**Date**	

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Copper Dust Stampede	
Address of Individual or Organization:	P.O. Box 1538 Globe, Arizona 85502	
Function to be Held:	Rodeo	
Contact Person for Event:	Charles O. Brewer	
Telephone Number:	(928) 200-1237	
Date(s) Requested:	May 14 and 15, 2011	
Time of Event:	Start: 6:00-10 SAT	End: Sun 1-4
Estimate How Many People Will Attend Event:	3,000	
Will Liquor Be on the Premises:	Yes ☑	No ☐
Where Will Event Be Held:	Exhibit Hall ☐	Commercial Bldg. ☐
	Rodeo Arena ☑	Grandstands ☐
	Other Area:	
How Many AZ Post Certified Officers Needed:	1	
How Many Sheriff's Office Reserves Needed:	2	

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify **Linda Rodriguez** (928-402-4344) and the **Detective Johnny Holmes** from the Sheriff's Office (928 701-1010) of any cancellations or changes in this application.

Applicant Signature: Charles O Brewer Date: 02/02/2011

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES ☒	NO ☐
Name of Officers Who Will Provide Security:		
Johnny H. Holmes		
Name of Reserves Who Will Provide Security:		
Art Wilder		
Roland Boyer		

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative

2/22/11
Date

GOOD OLD FASHIONED RODEO

Sat.May 14, 2011 @ 5:00 PM
Sun,May 15, 2011 @ 1:00 PM
The Gila County Fair Grounds – Globe,AZ

FUN for the whole family
See what rodeos are all about!
Watch for upcoming information
or call the Gila Co. Rodeo @ 928 425-8878

VISIT THE FAIR

GILA COUNTY FAIR

Thursday, September 22
Through Sunday, September 25, 2011

4-H Animal & Craft Exibits, Carnival,
Entertainment, Food, Bull Riding,
Ranch Rodeo & much more!
Just like "The Good Old Days"

More information contact
Donna Jones @ 928 812-1561

ARF-515 **Consent Agenda Item Item #: 4- I**

Regular BOS Meeting

Date: 04/19/2011

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

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

Lions Club Special Event Liquor License Application for May 14, 2011

Background Information

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

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This charitable organization has properly completed the application and if the Board of Supervisors approves the application, the Lions Club of Globe, Arizona, Inc. will have used 3 days of the allowable 10 days to serve liquor at a special event in 2011.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor at an event to be held on May 14, 2011.

Attachments

Link: Lions Club Special Event Liquor License Application

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: LIONS CLUB OF GLOBE, AZ., INC
2. Non-Profit/I.R.S. Tax Exempt Number: 501(c)4
3. The organization is a: (check one box only)
   - ☒ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? GILA COUNTY CPT. NRA
5. Location of the event: GILA COUNTY FAIRGROUNDS, GLOBE, GILA
   Address of physical location (Not P.O. Box) City County Zip 85501

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

6. **Applicant:** ANDERSON (Last) DONNA (First) L. (Middle) 3-6-33 (Date of Birth)
7. Applicant's Mailing Address: P.O. BOX 171 (Street) GLOBE (City) AZ. (State) 85502 (Zip)
8. Phone Numbers: (928) 425-3231 (Site Owner #) ( ) (Applicant's Business #) (928) 425-2753 (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	MAY 14, 2011	SATURDAY	4:00 P.M.	11:00 P.M.
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

11. This organization has been issued a special event license for 3 days this year, including this event (not to exceed 10 days per year).

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

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

Name GLOBE LIONS CLUB 100%
Percentage

Address

Name
Percentage

Address
(Attach additional sheet if necessary)

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

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

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

2 # Police ☐ Fencing
2 # Security personnel ☒ Barriers

INSIDE BUILDING

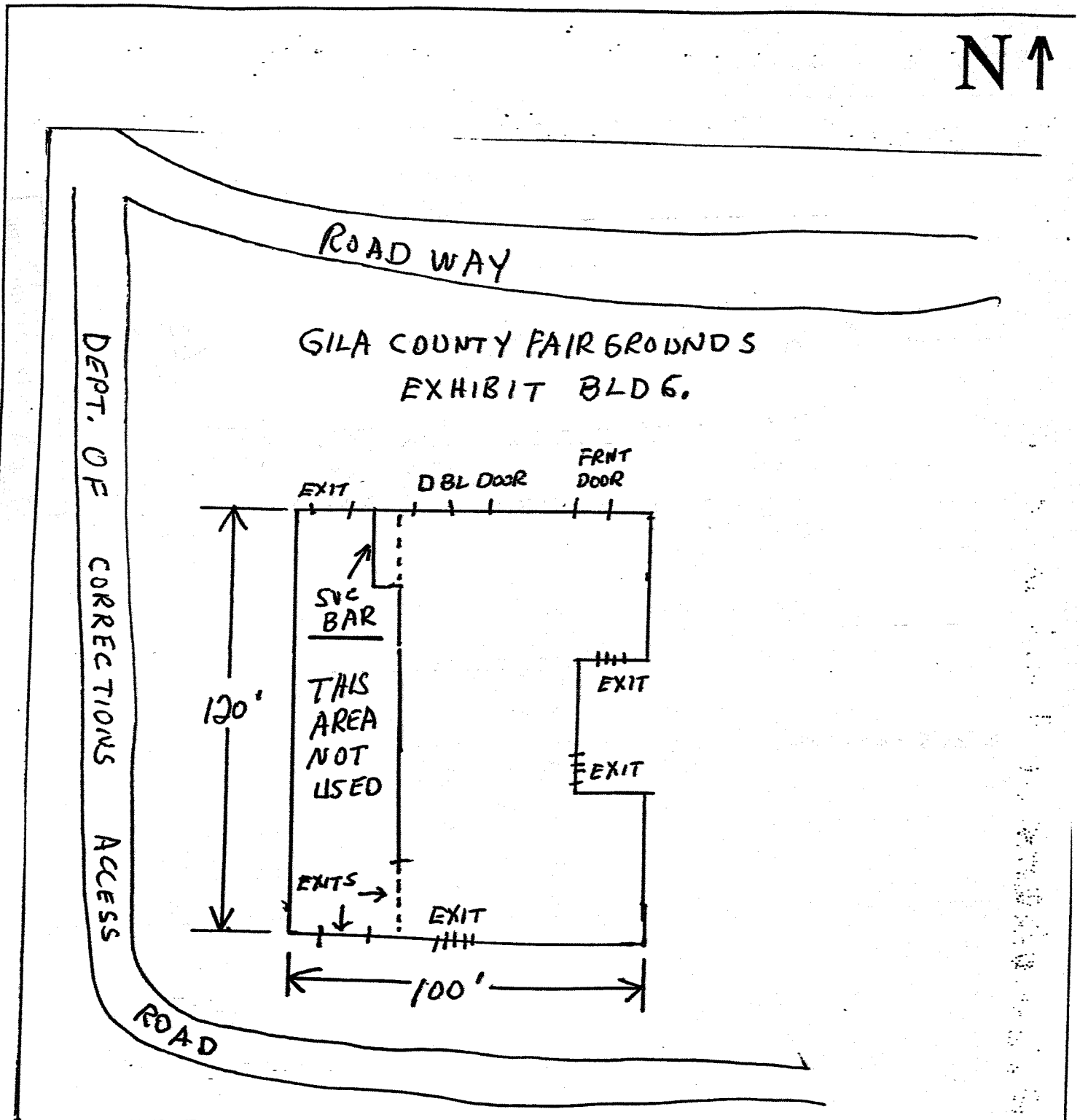
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

Name of Business ( ) Phone Number

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

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

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



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

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

X Donna Louise Anderson (Signature) SECRETARY (Title/Position) _____ (Date) (928) 425-2753 (Phone #)

OFFICIAL SEAL
JENNIFER LYNN LaBRIE
NOTARY PUBLIC – STATE OF ARIZONA
No. 286587 – GILA COUNTY
My Comm. Expires March 14, 2012

State of Arizona County of Gila

The foregoing instrument was acknowledged before me this 6 (Day) April (Month) 2011 (Year)

My Commission expires on: March 14, 2012 (Date) _____ (Signature of NOTARY PUBLIC)

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

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

X Donna Louise Anderson (Signature) State of Arizona County of Gila

The foregoing instrument was acknowledged before me this 6 (Day) April (Month) 2011 (Year)

My commission expires on: March 14, 2012 (Date) _____ (Signature of NOTARY PUBLIC)

OFFICIAL SEAL
JENNIFER LYNN LaBRIE
NOTARY PUBLIC – STATE OF ARIZONA
No. 286587 – GILA COUNTY
My Comm. Expires March 14, 2012

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

ARF-518 **Consent Agenda Item Item #: 4- J**

Regular BOS Meeting

Date: 04/19/2011

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

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

GC Rodeo Committee Special Event Liquor License Application for May 14-15, 2011

Background Information

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

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors approves the application, the Gila County Rodeo Committee will have used 2 days of the allowable 10 days to serve liquor at a special event in 2011.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo to be held on May 14-15, 2011

Attachments

Link: GC Rodeo Committee Special Event Liquor License Application

---

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: Gila County Rodeo Committee
2. Non-Profit/I.R.S. Tax Exempt Number: 86 - 6000 444
3. The organization is a: (check one box only)
   - ☐ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☑ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? A two day Rodeo in Gila County
5. Location of the event: Gila County Fairgrounds
   Address of physical location (Not P.O. Box) City County Zip

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

6. **Applicant**: Brewer (Last) Charles (First) Olen (Middle) September 13, 1947 (Date of Birth)
7. Applicant's Mailing Address: P.O. Box 804 (Street) Globe, (City) Arizona (State) 85502 (Zip)
8. Phone Numbers: (928) 425-5924 (Site Owner #) (928) 200-1237 (Applicant's Business #) (928) 200-1237 (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	May 14, 2011	Saturday	6:00 P.M.	12:00 A.M.
Day 2:	May 15, 2011	Sunday	1:00 P.M.	6:00 P.M.
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

11. This organization has been issued a special event license for 2 days this year, including this event (not to exceed 10 days per year).

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

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

Name Gila County Rodeo Committee 100% Percentage

Address P.O. Box 1538 Globe, Arizona 85502

Name _____ _____ Percentage

Address _____

(Attach additional sheet if necessary)

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

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

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

1 # Police ☑ Fencing
4 # Security personnel ☐ Barriers

_____

_____

_____

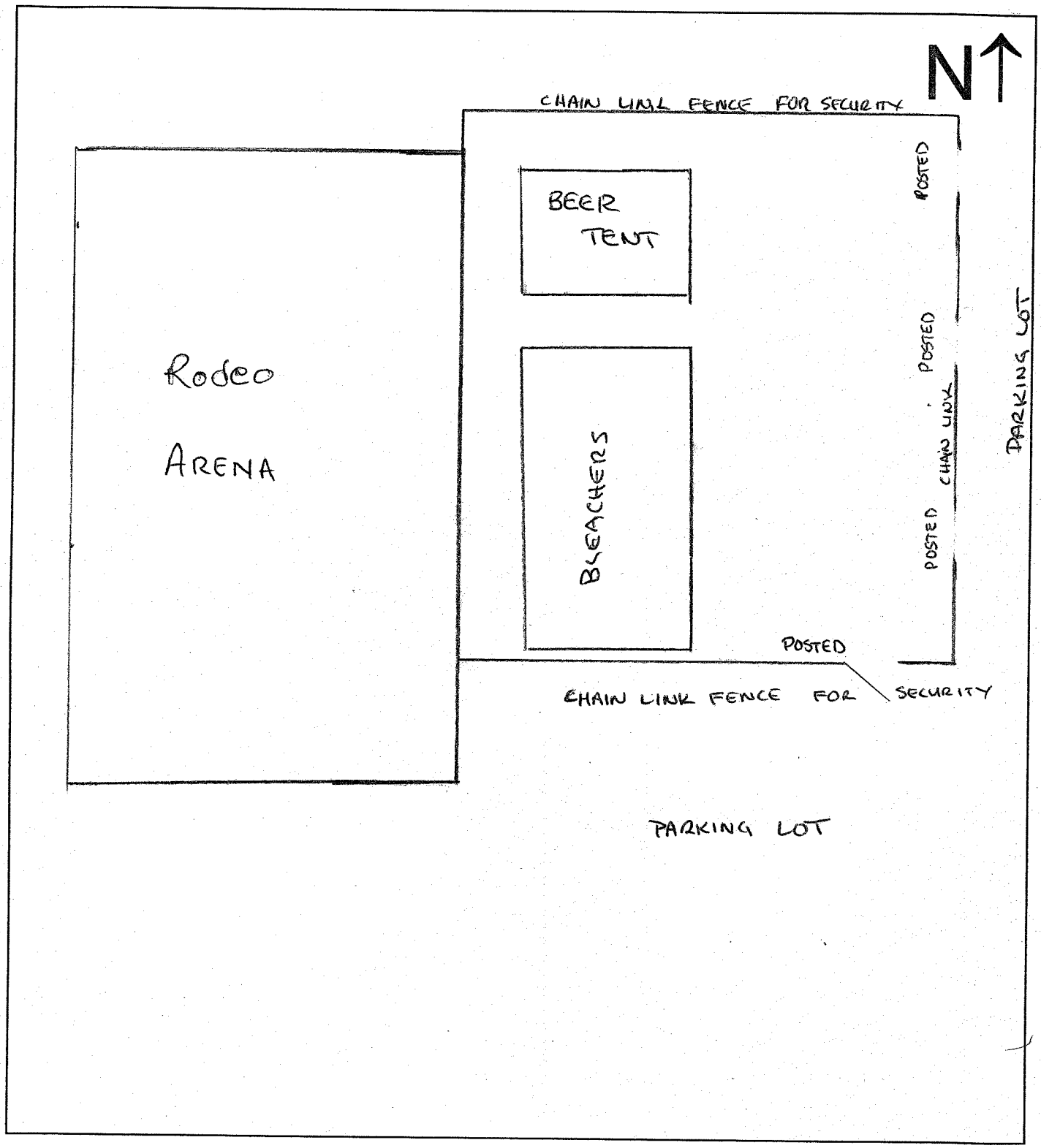
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ ( ) _____
Name of Business Phone Number

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

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

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



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

18. I, Charles O. Brewer declare that I am an **Officer/Director/Chairperson** appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Charles O Brewer (Signature) | President (Title/Position) | April 7, 2011 (Date) | (928) 200 - 1237 (Phone #)

RITA VALENCIA
Notary Public - Arizona
Gila County
My Comm. Expires Aug 22, 2014

State of Gila County of Arizona
The foregoing instrument was acknowledged before me this 7 (Day) 4 (Month) 2011 (Year)

My Commission expires on: Aug. 22, 2011 (Date) | R D Valencia (Signature of NOTARY PUBLIC)

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

19. I, Charles O. Brewer declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

Charles O. Brewer (Signature)

RITA VALENCIA
Notary Public - Arizona
Gila County
My Comm. Expires Aug 22, 2014

State of Arizona County of Gila
The foregoing instrument was acknowledged before me this 7 (Day) 4 (Month) 2011 (Year)

My commission expires on: Aug. 22, 2014 (Date) | R D Valencia (Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application

on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

ARF-496 **Item #: 4- K**

Regular BOS Meeting

Date: 04/19/2011

Reporting Period: Clerk of Superior Court Report for the Month of February 2011

Submitted For: Vicki Aguilar, Chief Deputy Clerk of the Superior Court

Submitted By: Vicki Aguilar, Clerk of the Superior Court

Information

Subject

Clerk of Superior Court report for the month of February 2011.

Suggested Motion

Approval of the February 2011 monthly departmental activity report submitted by the Clerk of Superior Court.

Attachments

Link: Clerk of Superior Court Report for 02/2011

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

FEBRUARY, 2011

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

Report generated on : 3/6/2011 12:30:07 PM

Criteria : From Date : 2/1/2011 To Date :2/28/2011

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% setaside
Agency Name :									
		618000822	BANK OF THE WEST - BUSINESS ACCOUNT			-35223.44		-35223.44	-1761.17
		3611165	CHASE BANK - PAYSON			35223.44		35223.44	0.00
		DCHXFR	DUMMY CHASE TRANSFER ACCT			-35227.44		-35227.44	0.00
Agency Name :	**BANK OF THE WEST**								
BOW	BANK OF THE WEST	DDISBCH	DUMMY DISB CHASE ACCT			35227.44		35227.44	0.00
Agency Name :	**BOND POSTED - THIS COURT**								
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	1750.00				1750.00	0.00
Agency Name :	**D.A.R.E. PROGRAM**								
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	30.00				30.00	0.00
Agency Name :	**ELECTED OFFICIALS RETIRE. FUND**								
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	2693.56				2693.56	134.68
Agency Name :	**GILA COUNTY TREASURER**								
ZCNTY	GILA COUNTY TREASURER	ZVAPB	30% INTERSTATE COMPACT	81.00				81.00	4.05
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	270.00				270.00	0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	61.48				61.48	3.07
		ZATT	ATTORNEY FEE REIMBURSEMENT	1365.00				1365.00	0.00
		ZALTF	AZ LENGTHY TRIAL FUND	619.84				619.84	30.99
		ZFEE	BASE FEES (GENERAL FUND)	5626.22				5626.22	281.31
		ZFINE	BASE FINES	6833.43				6833.43	341.67
		ZCIEF	CHILDREN ISSUES EDUC FUND	1035.82				1035.82	51.79
		ZCEF	CLEAN ELECTIONS FUND	612.60				612.60	0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	44.37				44.37	2.22
		ZJDET	COUNTY JUV DETENTION	1563.00				1563.00	78.15

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% setaside
ZCNTY	GILA COUNTY TREASURER	ZCLLF	COUNTY LAW LIBRARY FUND	2693.39				2693.39	134.67
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	3691.68				3691.68	184.58
		ZDNAS	DNA STATE SURCHARGE	323.75				323.75	16.19
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	1525.46				1525.46	76.27
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	339.45				339.45	16.97
		ZDREF	DOMESTIC RELATIONS EDUCATION	120.00				120.00	6.00
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	1561.75				1561.75	78.09
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	3335.74				3335.74	166.79
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	229.97				229.97	11.50
		ZDCRT	DRUG COURT FEE FUND	400.00				400.00	20.00
		ZDUIA	DUI ABATEMENT FUND	150.00				150.00	7.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	396.00				396.00	19.80
		ZWITN	EXPERT WITNESS FUND	540.00				540.00	0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	2753.20				2753.20	137.66
		ZEXJU	EXTRA JUV PROBATION ASMNT	825.27				825.27	41.26
		ZEXT	EXTRADITION REIMBURSEMENT	276.97				276.97	0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	427.27				427.27	21.36
		ZCC	GEN JURIS CONCILIATION COURT	1956.97				1956.97	97.85
		ZGCAT	GILA COUNTY ATTORNEY - 60%	6296.88		117.00		6413.88	0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	1049.47		19.50		1068.97	0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	3148.44		58.50		3206.94	0.00
		ZJF	JAIL (INCARCERATION) FEES	45.72				45.72	0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	1322.37				1322.37	66.12

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% setaside
ZCNTY	GILA COUNTY TREASURER	ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	3005.14				3005.14	150.26
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	175.94				175.94	0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	326.75				326.75	0.00
		ZJS	JUVENILE PROBATION SERV FEES	3641.05				3641.05	182.05
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	845.56				845.56	42.28
		ZMISC	MISCELLANEOUS FEES	97.52				97.52	4.88
		ZPP	PASSPORT APPLICATION FEES	1100.00				1100.00	55.00
		ZPCOF	PRISON CONSTRUCTION AND	1542.00				1542.00	77.10
		ZPRS6	PROB SURCH 2006	100.28				100.28	5.01
		ZPBA	PROBATION FEE ADULT	19734.69		-245.00		19489.69	974.48
		ZPRSU	PROBATION SURCHARGE ($5.00)	1.25				1.25	0.06
		ZPUBZ	PUBLIC DEFENDER FEES	475.00				475.00	0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	500.00				500.00	0.00
		ZSOMF	SEX OFFENDER MONITORING FND	1150.00				1150.00	57.50
		ZSMEN	SPOUSAL MAINTENANCE FUND	138.19				138.19	6.91
		ZSTAT	STATE TREASURER - GENERAL FUND	1289.94				1289.94	64.50
		ZVAF	VICTIMS ASSISTANCE FUND	189.00				189.00	9.45
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	252.00				252.00	12.60
		ZGFDU	XTRA DUI ASSMT	40.00				40.00	2.00
		ZPRS9	ZPRS9	170.00				170.00	0.00
Agency Name :	**MISCELLANEOUS - TRUST**								
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	48.00				48.00	0.00
Agency Name :	**OVERPAYMENT FORFEITED**								
ZOVF	OVERPAYMENT FORFEITED	ZOVF	OVERPAYMENT FORFEITED	0.50				0.50	-0.03

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% setaside
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	17863.97		50.00		17913.97	0.00
			Total:	**108682.85**		**0.00**		**108682.85**	

LESS SHADED AREAS: -22,436.03

$86,246.82

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 FEBRUARY, 2011.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 7TH day of MARCH, 2011.

Deputy

ARF-491 **Item #: 4- L**

Regular BOS Meeting

Date: 04/19/2011

Reporting Period: Human Resources reports for the weeks of 4/12/2011 and 4/19/2011

Submitted For: Berthan DeNero, Human Resources Director

Submitted By: Erica Raymond, Human Resources

Information

Subject

Human Resources reports for the weeks of April 12, 2011, and April 19, 2011.

Suggested Motion

Approval of Human Resources reports for the weeks of April 12, 2011, and April 19, 2011.

Attachments

Link: 04/12/11 Human Resources Agenda

Link: 04/19/11 Human Resources Agenda

HUMAN RESOURCES ACTION ITEMS
APRIL 12, 2011

DEPARTMENTAL TRANSFERS:

1. Virginia E. Mounce – From Administrative Services – To Treasurer – From Administrative Clerk – To Treasurer Services Assistant – 04/25/11 – General Fund
2. Catherine Levario – From Community Services – To Public Works – From Community Services Worker Sr – To Solid Waste Service Worker – 04/08/11 – From WIA Stimulus Fund – To Solid Waste Fund

HUMAN RESOURCES ACTION ITEMS
APRIL 19, 2011

DEPARTURES FROM COUNTY SERVICE

1. Stephanie McCarty-Community Services-Administrative Clerk-03/29/2011-Workforce Investment Act Fund-DOH 02/01/11-Resignation

HIRES TO COUNTY SERVICE

2. Brenda Kell-From Community Services-To Health and Emergency Services-From Temporary Housing Services Assistant-To Administrative Clerk Senior-04/25/11-From Housing Fund-To Immunization Fund-Replacing Sharon Heller

END OF PROBATIONARY PERIOD

3. Zackery Andrade-Public Works-Road Maintenance Worker-04/11/11-Public Works Fund
4. Alex Cunningham-Public Works Facilities Management-Building Maintenance Technician-04/25/11-Facility Management Fund
5. Michael Gillette-Public Works Engineering-Construction Projects Manager-05/09/11-Public Works Fund

SHERIFF'S PERSONAL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE

6. Juventino Rodarte-Sheriff's Office-Detention Officer-03/31/11-General Fund-DOH 12/06/2010-Unsuccessful completion of probationary period

HIRES TO COUNTY SERVICE

7. Gerardo Rojas-Sheriff's Office-Detention Officer-04/25/11-General Fund-DOH 04/25/11-General Fund-Replacing Juventino Rodarte