

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, JUNE 7, 2011 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
 - A Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2011-2012 fiscal year budget request to be considered for approval during Gila County's regular budget process. **(Jim Sprinkle, Ph.D.)**
- 3 **PUBLIC HEARINGS:**
 - A **Public Hearing** - Information/Discussion/Action to adopt Resolution No. 11-06-04 establishing fees for Medical Marijuana Program Conditional Use Permits, all of which are a part of the Gila County Planning and Zoning Ordinance. **(Bob Gould)**
 - B **Public Hearing** - Information/Discussion/Action to approve Gila County Order No. LL-11-04, an application submitted by Alireza Ahmadiieh for Valley Business Holdings, LLC to obtain a new Series 10 beer and wine store license for Strawberry Market located in Strawberry. **(Marian Sheppard)**
- 4 **REGULAR AGENDA ITEMS:**
 - A Information/Discussion/Action to accept a donation from Carlota Copper Company to the Gila County Community Services Division, Housing Department, in the amount of \$3,000 to assist with the low-income seniors and disabled residents cooler program. **(Malissa Buzan)**
 - B Information/Discussion/Action to direct the staff to enter into negotiations with the Towns of Payson and Star Valley to draft an Intergovernmental Agreement (IGA) to form a Separate Legal Entity (SLE) and return for Board consideration at a future date. **(Mayor Kenny Evans)**
 - C Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Cobre Valley Sanitary District/Pinal Sanitary District Merger Election held May 17, 2011, in Gila County, Arizona, and declare the results official. **(Linda Eastlick)**

- D Information/Discussion/Action to adopt Resolution No. 11-06-03 amending the Gila County Redistricting Advisory Committee Guidelines, which were established by Gila County Resolution 11-03-03, to provide for the establishment of study groups. **(Linda Eastlick)**
- E Public Sale - Information/Discussion/Action for the public sale of an unnecessary public roadway shown as a portion of Christopher Creek Loop and consideration of a bid in the amount of \$500 to purchase this roadway, which was submitted by Gary Werlinger, managing member of Landmark at the Creek, LLC, who owns the adjoining property, parcel 303-10-094A. **(Steve Sanders)**
- F Public Sale - Information/Discussion/Action for the public sale of an unnecessary public roadway shown as a portion of Evalinda Drive providing access to parcels 302-31-124A and 302-31-124B and consideration of a bid in the amount of \$100 to purchase this roadway, which was submitted by John D. Cotterill, the owner of both parcels abutting the roadway. **(Steve Sanders)**
- G Information/Discussion/Action to adopt Resolution No. 11-06-01, which authorizes the Chairman's signature on an Intergovernmental Agreement with the State of Arizona, Department of Transportation (ADOT), for ADOT File No. IGA/JPA 11-047-I for pavement marking upgrades to Ice House/Kellner Canyon Road, Six Shooter Canyon Road, Forest Road 512 (Young Road), and Houston Mesa Road. **(Steve Sanders)**
- H Information/Discussion/Action to adopt Resolution No. 11-06-02 accepting a grant of easement from the Nichols Family Trust as described in Fee No. 2011-005172, Gila County Records, Gila County, Arizona. **(Steve Sanders)**
- I Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 031711-1 for the purchase of SBS polymer chip seal oil; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Stratton)**
- J Information/Discussion/Action to approve a Commercial Sales Agreement between Gila County and ADT Security Services, Inc. whereby ADT Security Services, Inc. will provide and install security cameras in the **Globe** Gila County Recorder's Office in the amount of \$3,355.92 with an annual service fee of \$445.23 for a five-year term from June 7, 2011, to June 6, 2016. **(Sadie Dalton)**
- K Information/Discussion/Action to approve a Commercial Sales Agreement between Gila County and ADT Security Services, Inc. whereby ADT Security Services, Inc. will provide and install security cameras in the **Payson** Gila County Recorder's Office in the amount of \$3,122.53 with an annual service fee of \$350.72 for a five-year term from June 7, 2011, to June 6, 2016. **(Sadie Dalton)**

- L Information/Discussion/Action authorizing the Gila County Health and Emergency Services Division to electronically submit the "Great 9-1-1 Adventure for Kids" grant application to State Farm Company Foundation in the amount of \$4,029 for the period July 1, 2011, through July 1, 2012. **(Matthew Bolinger)**
- M Information/Discussion/Action to approve the First Amendment to Professional Services Contract No. 042109-PSC with Bose Public Affairs Group to remain in full force and effect as originally approved except for Article II - Term which will allow the contract to continue in full force and effect until June 30, 2013. **(Don McDaniel)**
- N Information/Discussion/Action to review proposed Eastern Arizona Resource Advisory Committee -RAC grant project proposals within Gila County and select as the top two priorities the "Gila-20 Double Chip Seal Forest Road 423 (Cline Boulevard)" for FY 2010 funding cycle, and "Gila-27 Double Chip Seal Forest Road 55" for FY 2011 funding cycle. **(Jacque Griffin)**

5 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of Amendment No. 6 to Agreement No. 700518523 (Energy Wise Low Income Weatherization Program) between Arizona Public Service and Gila County Division of Community Services, Community Action Program, whereby Arizona Public Service will provide funding in an amount not to exceed \$106,429 to provide repairs, reconditioning, replacement or restoration of deficiencies in a customer's qualified home in order to make such homes energy efficient (Weatherization Services), to eligible citizens residing in Gila County for the period January 1, 2011, through December 31, 2011.
- B Approval of Amendment No. 2 to Contract No. DE111073-001 between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action Program, whereby the Arizona Department of Economic Security will provide funding in the amount of \$576,729 to the Community Action Program to provide residents of Gila County Case Management Services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency for the period July 1, 2011, through June 30, 2012.
- C Approval of Amendment No. 1 to Professional Consulting Services Contract No. 2010/100 for redistricting services for the Gila Community College Districts and the Gila County Justice of the Peace Districts in the amount of \$15,000.
- D Authorization of the Chairman's signature on documents for Property Acquisition Contract for FEMA Project No. EMF-2011-RC-0001 (ADEM Award No: Grant No: RFC-09-AZ-2010): "Statement of Voluntary Participation" and "Purchase Contract" in the amount of \$78,316, an amount funded in full (100%) by the grant award for the purchase of property located at 668 Shady Lane Road in Tonto Basin.

- E Approval of the Offer and Acceptance for Solicitation No. ADHS11-00000347 with the Arizona Department of Health Services in the amount of \$88,829.19 to provide HIV care and support services for the period of April 1, 2011, through March 31, 2012.
- F Authorization of the Chairman's signature on Amendment No. 1 to Agreement No. 1005/6-2011 between Gila County and JCG Technologies for the Support Services Package for one year in the amount of \$539.31 and the automatic renewal on June 1st of each year thereafter unless terminated by either party.
- G Authorization of the Chairman's signature on the Maintenance Agreement between Gila County and Digital Imaging for maintenance of the Sheriff's Office Kyocera TA-300i Digital MFP copier from June 7, 2011, to June 6, 2012, at a cost of \$0.014 per copy for an estimated total of \$250-\$300 per month.
- H Approval of the Chairman's signature on the State of Arizona Surplus Property Authorization and Update for Eligibility Recertification & Records Update form and the Nondiscrimination Assurance form for Gila County authorized signers to purchase State surplus property for Gila County.
- I Approval of the appointment of the following Precinct Committeemen as submitted by the Gila County Republican Committee: Roosevelt Precinct - Harold George Burruel; Payson 3 Precinct - Suecarol Schuler.
- J Approval of the reappointment of Mark Marcanti to the Industrial Development Authority of Gila County for an additional six-year term retroactive from January 20, 2010, to January 20, 2016, and reappointment of William Long to the Industrial Development Authority of Gila County for an additional six-year term retroactive from May 18, 2010, to May 18, 2016.
- K Approval to appoint Cliff Potts and Ray Pugel to serve on the Industrial Development Authority of Gila County Board of Directors, both for six-year terms of office from June 7, 2011, to June 7, 2017.
- L Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Historical Society to serve liquor at the Ted Meredith Memorial Roping event to be held on July 15-17, 2011.
- M Approval of the April 2011 monthly departmental activity report submitted by the Payson Regional Constable
- N Approval of the March & April, 2011, monthly departmental activity reports submitted by the Globe Regional Justice Court.
- O Approval of the April 2011 monthly departmental activity report submitted by the Clerk of the Superior Court.

- P Approval of the April 2011 monthly departmental activity report submitted by the Payson Regional Justice Court.
- Q Approval of the April 2011 monthly departmental activity report submitted by the Recorder's Office.
- R Approval of the Human Resources reports for the weeks of May 24, 2011, May 31, 2011, and June 7, 2011.
- S Approval of finance reports/demands/transfers for the weeks of May 24, 2011, May 31, 2011, and June 7, 2011.
- 6 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.
- 7 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

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

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

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

ARF-562

Presentation Agenda Item Item #: 2- A

Regular BOS Meeting

Date: 06/07/2011

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: Jim Sprinkle, Ph.D.

Information

Request/Subject

University of Arizona, Gila County Cooperative Extension Office Annual Report and FY 2011-2012 Budget Request

Background Information

Each year Jim Sprinkle, Ph.D., University of Arizona (U of A) Area Extension Agent, Animal Science and Gila County Cooperative Extension Director, presents the Board of Supervisors with the U of A, Gila County Cooperative Extension Office's Annual Report. During this presentation Dr. Sprinkle provides an overview of the faculty's accomplishments and program activities for the Cooperative Extension offices located in Payson, Globe and San Carlos, which is followed by an official budget request for the upcoming fiscal year to be considered during the County's regular budget process.

Evaluation

Dr. Sprinkle has requested to present the U of A, Gila County Cooperative Extension Office's Annual Report and 2011-2012 fiscal year budget request to the Board of Supervisors on this date.

Conclusion

The 2011-2012 fiscal year tentative budget is scheduled to be presented to the Board of Supervisors for adoption at its June 28th meeting; therefore, all budget requests should be submitted to the Board for its consideration prior to that date.

Recommendation

It is recommended that Dr. Sprinkle present the Annual Report and annual budget request to the Board of Supervisors for the Gila County Cooperative Extension Office.

Suggested Motion

Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2011-2012 fiscal year budget request to be considered for approval during Gila County's regular budget process.

(Jim Sprinkle, Ph.D.)

ARF-593
Regular BOS Meeting
Date: 06/07/2011

Public Hearing Item #: 3- A

Submitted For: Robert Gould, Community Development Division Director
Submitted By: Beverly Valenzuela, Community Development Division
Department: Community Development Division
Division: Community Development Administration
Presenter's Name: Robert Gould

Information

Request/Subject

Resolution No. 11-06-04 Medical Marijuana Program Conditional Use Permit fees.

Background Information

On May 3, 2011, the Board of Supervisors adopted Ordinance No. 11-01 which adds language to the Gila County Planning and Zoning Ordinance to regulate medical marijuana by placing land use controls on medical marijuana dispensaries and their associated cultivation of medical marijuana; caregivers who grow medical marijuana for qualified patients; and qualified patients who decide to grow medical marijuana at their homes.

At the time the Board considered the regulatory Ordinance No. 11-01, staff removed the proposed fees because of not providing the required amount of time (A.R.S. 251.13) that the fees needed to be posted on the County's website. We have now met that requirement and are returning to the Board for consideration of adopting the proposed fees.

Evaluation

In accordance with A.R.S. 11-251.08, a notice of this public hearing was posted at least 15 days prior to the hearing.

Fees Proposed for Medical Marijuana Program

The Gila County Board of Supervisors will consider fees to be charged for a Conditional Use Permit for the following:

- | | |
|---|--------|
| 1. Conditional Use Permit Application for Qualified Patient to cultivate marijuana | \$1000 |
| 2. Conditional Use Permit Application for Designated Caregiver to cultivate marijuana | \$5000 |
| 3. Conditional Use Permit Application for Medical Marijuana Dispensary/Cultivation | \$5000 |

All fees are payable on an annual basis for the life of the activity.

Application to establish medical marijuana dispensaries will be processed by Arizona Department of Health Services during the month of June. No applicants have submitted plans for a conditional use permit as required in our zoning regulations. A couple of medical marijuana prospective businesses have declined to submit due to the fees that are being considered here today.

Over 30 applications have been considered for caregivers and qualified patients. Most of these applications have been approved already but no caregiver or qualified patient has submitted the required application for a conditional use permit.

Conclusion

While it appears that we may not get a medical marijuana dispensary in the unincorporated parts of Gila County we already have at least 30 qualified patients, but we know nothing about them. The Arizona Department of Health Services is not willing to release that information to us. If we do collect any fees it will most likely be through the code enforcement program if someone files a complaint.

Recommendation

The Planning and Zoning Commission reviewed the proposed fees and have recommended the Board of Supervisors' approval of the fees as proposed.

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 11-06-04 establishing fees for Medical Marijuana Program Conditional Use Permits, all of which are a part of the Gila County Planning and Zoning Ordinance. **(Bob Gould)**

Attachments

Link: [Resolution No. 11-06-04](#)

Link: [Public Notice for Medical Marijuana Fee Schedule](#)



RESOLUTION NO. 11-06-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING A FEE SCHEDULE FOR MEDICAL MARIJUANA PROGRAM CONDITIONAL USE PERMITS WHICH IS OUTLINED AND A PART OF THE GILA COUNTY PLANNING AND ZONING ORDINANCE.

WHEREAS, the Gila County Board of Supervisors adopted a Planning and Zoning Ordinance on September 8, 1959; and

WHEREAS, on May 3, 2011, the Planning and Zoning Ordinance was amended by the Board of Supervisors through the adoption of Ordinance 11-01 to add language due to the passing of Arizona Proposition 203, which allows the use of medical marijuana for qualified patients; and

WHEREAS, at the time the Board of Supervisors adopted Ordinance 11-01, a fee schedule for the Medical Marijuana Program Conditional Use Permits was not presented because at that time the State posting requirements could not be met until June 2011; and

WHEREAS, in accordance with A.R.S. §11-251.08, a public hearing was properly noticed and held to obtain public comment regarding the proposed fees for Medical Marijuana Program Conditional Use Permits.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the following fees for Medical Marijuana Program Conditional Use Permits, as follows:

1. Conditional Use Permit Application for Qualified Patient to cultivate marijuana - \$1,000
2. Conditional Use Permit Application for Designated Caregiver to cultivate marijuana - \$5,000
3. Conditional Use Permit Application for Medical Marijuana Dispensary/Cultivation - \$5,000

All fees are payable on an annual basis for the life of the activity.

Fees adopted by the Board of Supervisors will become effective thirty days after approval.

PASSED AND ADOPTED this 7th day of June 2011, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

5/16/11

NOTICE
GILA COUNTY BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will consider the following fees for approval on June 7, 2011 at 10:00 a.m. in the Gila County Court House, Board of Supervisors Hearing room located at 1400 East Ash, Globe, AZ:

Fees Proposed for Medical Marijuana Program

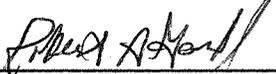
The Gila County Board of Supervisors will consider fees to be charged for a Conditional Use Permit for the following:

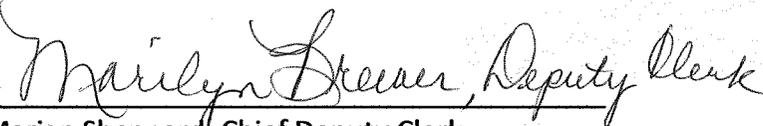
- 1. Conditional Use Permit Application for Qualified Patient to cultivate marijuana \$1,000
- 2. Conditional Use Permit Application for Designated Caregiver to cultivate marijuana \$5,000
- 3. Conditional Use Permit Application for Medical Marijuana Dispensary/Cultivation \$5,000

All fees are payable on an annual basis for the life of the activity.

Fees adopted by the Gila County Board of Supervisors will become effective thirty days after approval.

Information on the above case is available for review in the Gila County Community Development Departments located at 745 N. Rose Mofford Way in Globe and 608 E. Highway 260 in Payson during normal business hours.

By: 
Robert A. Gould, Director
Community Development Division

By: 
for Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

Publication:

ARF-605
Regular BOS Meeting
Date: 06/07/2011

Public Hearing Item #: 3- B

Submitted By: Marian Sheppard, Clerk of the Board of Supervisors
Department: Clerk of the Board of Supervisors
Presenter's Name: Marian Sheppard

Information

Request/Subject

Gila County Order No. LL-11-04 - Strawberry Market Liquor License Application

Background Information

Alireza Ahmadiéh on behalf of Valley Business Holdings, LLC, has submitted an application to the State Department of Liquor Licenses and Control (Department) for a new Series 10 beer and wine store license, which will be used at Strawberry Market located in Strawberry. Part of the statutory process is once the Department accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing body, which in Gila County is the Board of Supervisors (Board), to the Department to either approve, deny or issue a "no recommendation" decision.

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

Evaluation

This application has been forwarded to the Gila County Clerk of the Board of Supervisors' Department for submission to the Board. An internal review has been conducted by both the Gila County Building Safety Department and the Health Department. Both departments have submitted paperwork stating there are no issues related to this application with regard to their departmental policies/procedures. The Affidavit of Posting has also been signed by the Sheriff verifying that the application was posted and removed per statutory requirements.

Conclusion

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

Recommendation

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

Suggested Motion

Public Hearing - Information/Discussion/Action to approve Gila County Order No. LL-11-04, an application submitted by Alireza Ahmadiéh for Valley Business Holdings, LLC to obtain a new Series 10 beer and wine store license for Strawberry Market located in Strawberry. **(Marian Sheppard)**

Attachments

Link: [Strawberry Market Liquor License Application](#)
Link: [Strawberry Market-Internal Memos](#)
Link: [Strawberry Market Sheriff's Affidavit of Posting](#)

LL-11-04

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

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees #10

LICENSE #: 10043065

1. Type of License: Beer & wine Stores 2. Total fees attached: \$ Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. AHMADIEH ALIREZA
Ms. _____
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: VALLEY Business Holdings LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: strawberry Market Gila
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 5111 N. Arizona Highway 87 strawberry, AZ 85544
(Do not use PO Box Number) City County Zip
5. Business Phone: Pending Daytime Contact: 480.391.8222
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 10752 N. 89th place # B214 scottsdale AZ 85260
City State Zip
8. Enter the amount paid for a bar, beer and wine, or liquor store license\$ _____ (Price of License only)

DEPARTMENT USE ONLY

Fees: 100 Application - Interim Permit - Agent Change - Club 48 Finger Prints \$ 148
TOTAL OF ALL FEES

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

Accepted by: [Signature] Date: 4-25-11 Lic. # 10043065

SECTION 5 Interim Permit:

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

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

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

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____
 Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8. 11 APR 25 Lic. Dept #1102

1. Name of Corporation/L.L.C.: Valley Business Holdings LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 12/22/10 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: 03349373 Date authorized to do business in AZ: 12/22/10
4. AZ L.L.C. File No.: L-1648557-6 Date authorized to do business in AZ: 12/22/10
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
AHMADIEH	ALIREZA		Manger Member	10752 N. 89th place	STE# B214	scottsdale	AZ 85260
ZOJAJI	ROYA		member	10752 N. 89th place	STE# B214	scottsdale,	AZ 85260

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
AHMADIEH	ALIREZA		1/50	10752 N. 89th place	ste B 214	scottsdale	AZ 85260
ZOJAJI	ROYA		1/50	10752 N. 89th place	ste B 214	scottsdale	AZ 85260

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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

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

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 13 - continued

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

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

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

_____ and license #: _____
Last First Middle

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

applicant's signature

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

applicants initials

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

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 5/1/11
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

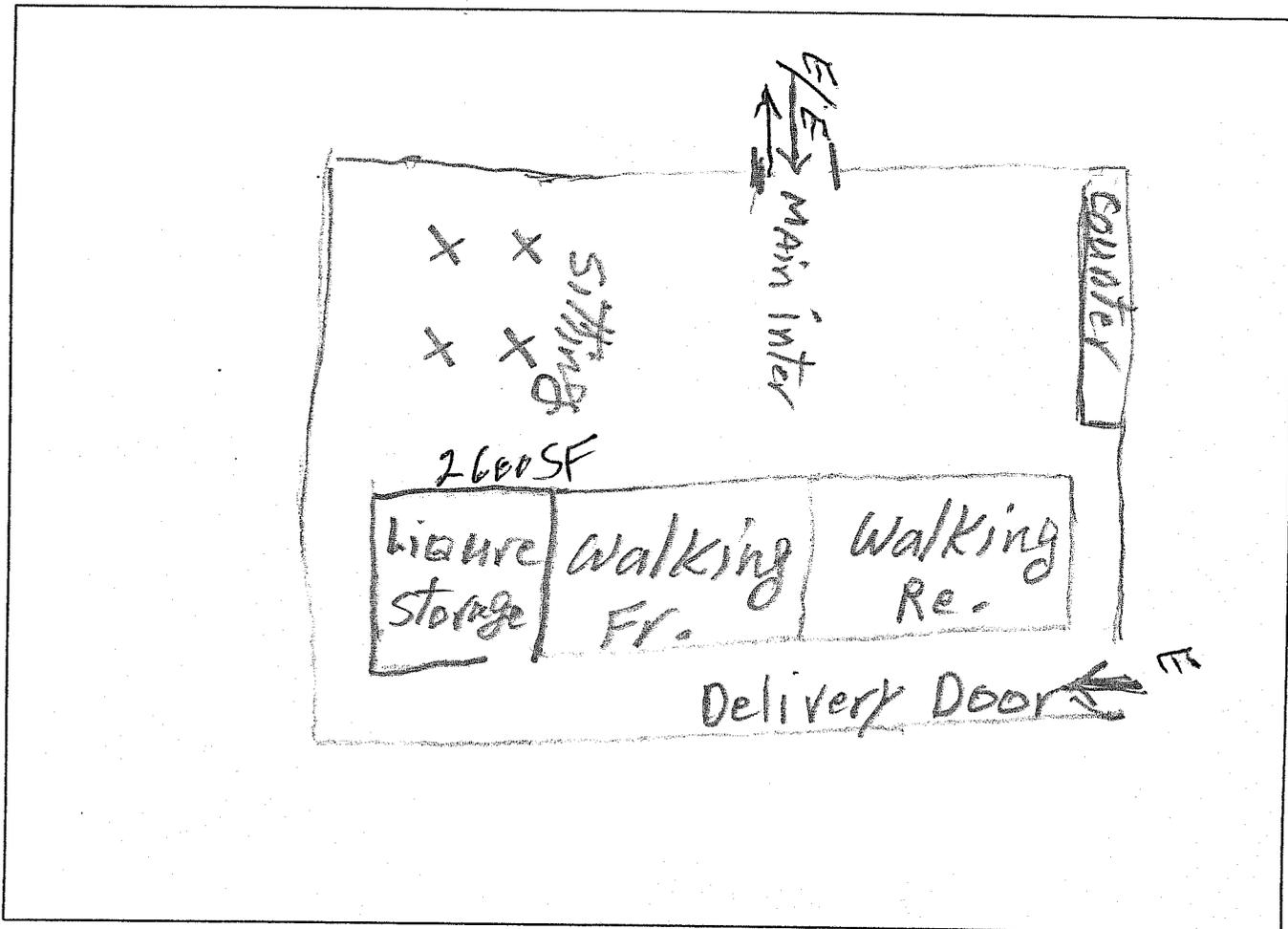
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

AA.
applicants initials

SECTION 15 Diagram of Premises

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

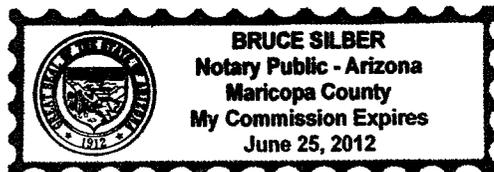
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Alireza Ahmadi, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

x [Signature]
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 15th of April, 2011
Day Month Year

[Signature]

signature of NOTARY PUBLIC

My commission expires on: June 25 2012
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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

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

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

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

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

Liquor License #

10043065

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: AHMADIEH ALIREZA Date of Birth: [Redacted]
Last First Middle (NOT a Public Record)

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

4. Place of Birth: SHIRAZ FARS IRAN Height: 54 Weight: 150 Eyes: Brown Hair: Brown
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: [Redacted]

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

7. You are a bona fide resident of what state? Arizona, date of residency: [Redacted]

8. Telephone number to contact you during business hours for any questions regarding this document. 480.391.8222

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

10. Name of Licensed Premises: 5111 N. Arizona Highway 87 Strawberry Market Premises Phone: Pending

11. Physical Location of Licensed Premises Address: 5111 N. Arizona Highway 87 Strawberry Gila 85544
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
08/04	CURRENT	MD	Valley Neurology Clinic 10752 N. 84th Place Ste# B 214 Scottsdale AZ 85260

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

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

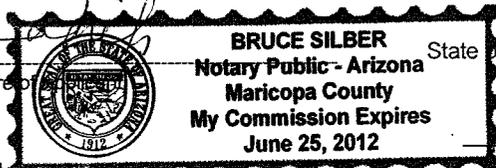
FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
3/06	CURRENT	Own	9416 E. Heritage Trail Dr. Scottsdale AZ 85255	Scottsdale	AZ	85255

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

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

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

x A. Ahmadieh (Signature of)  State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 15th day of April, 2011 Month Year
My commission expires on: June 25, 2012 Day Month Year (Signature of NOTARY PUBLIC)

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

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.
State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____ Month Year
X _____ (Signature of Controlling Person or Agent (circle one))

Print Name

My commission expires on: _____ Day Month Year
(Signature of NOTARY PUBLIC)



**ARIZONA STATEMENT OF CITIZENSHIP
AND ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 10043065

Ownership Name: Valley Business Holdings LLC
(as listed on the current liquor license application or renewal application)

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

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

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

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) ALIREZA AHMADIEH DATE 4/14/11

TYPE OF APPLICATION (check one) INITIAL APPLICATION RENEWAL

TYPE OF LICENSE 10

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

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

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

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

DLLC 2/13/09

AG 11/08/07 - 81662

SECTION III — ALIEN STATUS DECLARATION

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

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

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

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

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

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

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

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

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- 13. A foreign national not physically present in the United States.

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

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

SECTION IV — DECLARATION

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

A. S. Adib
APPLICANT'S SIGNATURE

4/14/11
~~11 APR 25 11:03 AM '11~~
TODAY'S DATE

Attachment: Lists A and B Evidence of U.S. Citizenship, U.S National Status, or Alien Status,

DLLC 1/15/09

AG 11/08/07 - 81662

Attachment to Form 1 Applicant Statement

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

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

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

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

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

a. Primary Evidence:

- (1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);
- (2) United States passport;
- (3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);
- (4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;
- (5) Form N-561, Certificate of Citizenship;
- (6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);
- (7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);
- (8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or
- (9) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

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

b. Secondary Evidence

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

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

the birth occurred in such jurisdiction and the date of birth or the individual's age at the time the record was made;

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

c. Collective Naturalization

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

Puerto Rico:

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

U.S. Virgin Islands:

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

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

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

d. Derivative Citizenship

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

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

Applicant born abroad to a U.S. citizen parent and a U.S. non-citizen national parent: Evidence that one parent is a U.S. citizen and that the other is a U.S. non-citizen national, evidence of the relationship of the applicant

to the U.S. citizen parent, and evidence that the U.S. citizen parent resided in the U.S., a U.S. possession, American Samoa or Swain's Island for a period of at least one year prior to the applicant's birth.

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

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

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

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

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

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

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

f. U.S. Citizenship By Marriage

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

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

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

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

a. "Qualified Aliens"

Evidence of "Qualified Alien" status includes the following:

Alien Lawfully Admitted for Permanent Residence

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

Asylee

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

Refugee

11 APR 25 Lic. Dept AM1103

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

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

11 APR 25 11:47 AM 1103

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

Alien Whose Deportation or Removal Was Withheld

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

Alien Granted Conditional Entry

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

Cuban/Haitian Entrant

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

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

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

b. Nonimmigrant

Evidence of "Nonimmigrant" status includes the following:

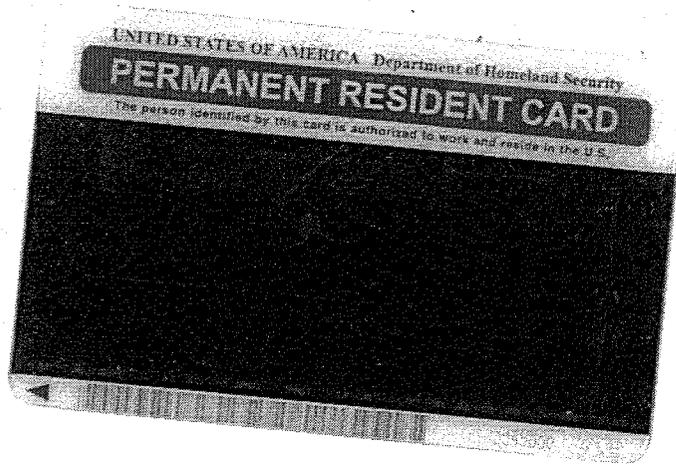
- * Form I-94 with stamp showing authorized admission as nonimmigrant

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

Evidence includes:

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

'11 APR 25 Lic. Dept AM1103



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor 1103
 Phoenix AZ 85007-2934
 (602) 542-5141

QUESTIONNAIRE

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

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

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

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

Liquor License #

10073065

(If the location is currently licensed)

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

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent Manager (Only) (Complete All Questions except # 14, 14a & 21)
 Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete # 21

2. Name: ZOJAJI ROYA Date of Birth: [REDACTED]
 Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: D01910219 State: AZ
 (NOT a public record) (NOT a public record)

4. Place of Birth: TEHRAN IRAN Height: 53 Weight: 150 Eyes: BLK Hair: BLK
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: [REDACTED]

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

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 11 years

8. Telephone number to contact you during business hours for any questions regarding this document. 480 614 8222

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

10. Name of Licensed Premises: strawberry market Premises Phone: Pending

11. Physical Location of Licensed Premises Address: 5111 N. ARIZONA Highway 87 strawberry AZ 85544
 Street Address (Do not use PO Box #) City County Gila Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
08/02	CURRENT	Dentist	ACE Periodontics 10752 N. 80th place ste B 214 Scottsdale AZ 85260

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
3/06	CURRENT	own	9416 E. Heritage Trail Dr.	Scottsdale	AZ	85255

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? _____, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on
an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or
ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years
(include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments
or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager
EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended
or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or
misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member,
director or manager on any other liquor license in this or any other state? YES NO

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

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

X _____
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
19th day of April, 2011
Month Year
Kyle Larson
(Signature of NOTARY PUBLIC)


My commission expires on 4 2014
April 22, 2014 Day Month Year

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

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.
- State of _____ County of _____
The foregoing instrument was acknowledged before me this
____ day of _____, _____
Month Year
X _____
Signature of Controlling Person or Agent (circle one)

Print Name
My commission expires on: _____
Day Month Year
- _____
(Signature of NOTARY PUBLIC)

11 APR 25 Licr. Dept AM1103



03349373

AZ CORPORATION COMMISSION
FILED

ARTICLES OF ORGANIZATION

DEC 22 2010

OF

FILE NO. L-1648557-6 VALLEY BUSINESS HOLDINGS, LLC
(An Arizona Limited Liability Company)

1. **Name.** The name of the limited liability company VALLEY BUSINESS HOLDINGS, LLC.
2. **Registered Office.** The address of the registered office in Arizona is 10752 N 89th Pl, Suite 214, Scottsdale, AZ, 85260, located in Maricopa County.
3. **Statutory Agent.** The name and address of the statutory agent for the company is:

Michael C Warren
1515 E Missouri Ave #209
Flagstaff, AZ 86014
4. **Dissolution.** There is no latest date on which the limited liability company must dissolve.
5. **Management.** Alireza Ahmadi is designated as the manager.

The name and address of the members of the Company are:

Alireza Ahmadi
10752 N 89th Pl, Suite 214
Scottsdale, Arizona 85260

Roya Zojaji
10752 N 89th Pl, Suite 214
Scottsdale, Arizona 85260

RECITED THIS 13th day of December 2010, by the undersigned as organizer and manager.

A. Ahmadi
Alireza Ahmadi, Organizer and Manager

Acceptance of Appointment of Statutory Agent

I, Michael C Warren, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted accordance with the Arizona Revised Statutes.

Michael C Warren
Michael C Warren

*11 APR 25 Lig. Dept #W1103

**OPERATING AGREEMENT
OF
VALLEY BUSINESS HOLDINGS, LLC
an Arizona limited liability company**

THIS OPERATING AGREEMENT is made and entered into by and among those persons listed on *Exhibit A* and executing this Agreement as Members.

**ARTICLE 1
Organizational Matters**

1.1. *Governance.* The parties hereby adopt this Operating Agreement effective as of the Effective Date. Except as otherwise required by the Act, this Agreement shall govern the business and affairs of the Company and the relationships of the parties to one another as Members of the Company. The Members intend that the Company always shall be treated as a partnership for federal and state income tax purposes, but that the Company not be treated as a partnership for purposes of Section 303 of the Federal Bankruptcy Code. No Member shall act inconsistently with this intent.

1.2. *Name.* The name of the Company shall be VALLEY BUSINESS HOLDINGS, LLC, and the Company shall conduct all of its business in that name or in any trade name selected by the Members of the Company.

1.3. *Purpose.* The purpose of the Company shall be to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have the power to take whatever actions it deems necessary or appropriate in furtherance of such purpose. The Company may not engage in any other business or acquire Property unrelated to its purpose unless the Company's engagement in that business or acquisition of that Property is approved by the vote of a Majority in Interest of the Members.

1.4. *Registered Office.* The registered office of the Company shall be at 10752 N 89th Pl, Suite 214, Scottsdale, AZ 85260, or such other location as the Company may select after giving at least ten (10) days written notice to the Members of such selection.

**ARTICLE 2
Definitions**

2.1. *Defined Terms.* Capitalized words and phrases used in this Agreement have the following meanings:

2.1.1. "Act" means the Arizona Limited Liability Company Act, A.R.S. Sections 29-601 through 29-857, as amended from time to time.

2.1.2. "Affiliate" means, with respect to any Person:

2.1.2.1. any other Person directly or indirectly controlling, controlled by, or under common control with such Person by reason of any contract, understanding or other relationship;

2.1.2.2. any other Person who owns or controls more than ten percent (10%) of the outstanding voting interests in that Person;

2.1.2.3. any other Person in which the Person owns more than ten percent (10%) of the voting interests in such other Person;

2.1.2.4. any officer, director, shareholder, partner, member, beneficiary or trustee of such Person;

'11 APR 25 Lit. Dept AM1103

2.1.2.5. any Person who is an officer, director, shareholder, partner, member, beneficiary or trustee of any Person described in Sections 2.1.2.1, 2.1.2.2 or 2.1.2.3 above; or

2.1.2.6. any Person who is a member of the Family of any of the foregoing Persons.

2.1.3. "Agreement" or "Operating Agreement" means this operating agreement, including all amendments or modifications hereto.

2.1.4. "Articles" means the articles of organization filed for the Company pursuant to the Act, as such articles of organization may be amended from time to time.

2.1.5. "Capital Contribution" means, with respect to each Interest Holder, the total amount of cash and the fair market value of any other Property contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by that Interest Holder, net of liabilities secured by the contributed Property that the Company is considered to assume or take subject to under Code Section 752.

2.1.6. "Company" means the limited liability company formed pursuant to the Articles and governed by this Agreement.

2.1.7. "Effective Date" means the date on which the Articles are filed with the Arizona Corporation Commission.

2.1.8. "Event of Withdrawal" means an event or circumstance enumerated in Act Section 29-733; provided, however, that following an Event of Withdrawal described in Act Section 29-733(8), (9) or (11), the Member shall remain a Member until it ceases to exist as a legal entity.

2.1.9. "Family" means a Person's spouse, lineal ancestors or descendants by birth or adoption, siblings, and trusts for the benefit of such Person or any of the foregoing individuals.

2.1.10. "Fiscal Year" means the fiscal year of the Company, which shall be the calendar year or such other annual period which the Code requires the Company to use as its taxable year, as determined by the Company.

2.1.11. "Interest" means a Person's share of the distributions, Profits, Losses, and other items of income, gain, loss, deduction and credit of the Company.

2.1.12. "Interest Holder" means any Person who holds an Interest, whether that Person is a Member or an unadmitted assignee of a Member.

2.1.13. "Majority in Interest" means one or more Members whose aggregate Participation Percentage exceeds fifty percent (50%) of the aggregate Participation Percentage of all Members.

2.1.14. "Member" means each Person signing this Agreement as a Member and each Person subsequently admitted as a member of the Company pursuant to this Agreement. A Person shall cease to be a Member upon an Event of Withdrawal.

2.1.15. "Member Loan" means a loan made by a Member to the Company pursuant to this Agreement.

2.1.16. "Membership Rights" means a Member's Interest, together with all other rights, powers and privileges of that Member.

2.1.17. "Net Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), increased by the reduction of any previously established reserves and reduced by cash funds used to pay current operating expenses or to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Company. The

11 APR 25 11:47 AM 1103

determination of whether to establish reserves and the amounts thereof shall be made by the Company after giving consideration to the Company's need for cash to (a) meet operating expenses, (b) pay the Company's debts as they come due, and (c) take advantage of investment or business opportunities (it being the intent that the Company is an investment company and is not in liquidation and therefore to the extent Company gain, income and principal converted to cash can be reinvested under favorable circumstances within a reasonable time, the Company shall have the authority to retain funds to do so).

2.1.18. "*Participation Percentage*" means, with respect to any Member, the percentage set forth opposite that Member's name on *Exhibit A*, as amended from time to time. If a Member's Interest is transferred pursuant to this Agreement, the Person who acquires that Interest shall succeed to the Member's Participation Percentage to the extent that Participation Percentage relates to the transferred Interest.

2.1.19. "*Permitted Transferee*" means, with respect to any Interest Holder,

2.1.19.1. a member of the Interest Holder's Family;

2.1.19.2. an Affiliate described in Section 2.1.2.1 of either the Interest Holder or a member of his Family;

2.1.19.3. the Interest Holder's personal representative in the event of the Interest Holder's death or legal incapacity; or

2.1.19.4. a transferee of the Interest Holder's personal representative, but only if that transferee is either a member of the Interest Holder's Family or an Affiliate described in Section 2.1.2.1 of a member of the Interest Holder's Family.

2.1.20. "*Person*" means and includes an individual, corporation, association, partnership, limited liability company, trust, estate, or other entity.

2.1.21. "*Property*" means all property acquired by the Company, whether real or personal, tangible or intangible.

2.1.22. "*Transfer*" means, when used as a noun, any voluntary or involuntary sale, hypothecation, pledge, assignment, or other transfer, and, when used as a verb, voluntarily or involuntarily to sell, hypothecate, pledge, assign, or otherwise transfer. For purposes of this Agreement, a Transfer of a majority or controlling interest in a Member or Interest Holder shall be deemed to be a Transfer of such Member's or Interest Holder's Interest.

2.2. *Additional Defined Terms.* In addition, all capitalized words and phrases used in this Agreement which are defined in Section 9.1 shall have the meanings ascribed to them in Section 9.1.

ARTICLE 3 Capital Provisions

3.1. *Initial Capital Contributions.* Upon the execution of this Agreement, the Members shall make Capital Contributions as set forth in *Exhibit A*.

3.2. *Additional Capital Contributions.* No Member shall be required to make additional Capital Contributions and no Member shall be personally liable for any debts, liabilities, or other obligations of the Company.

3.3. *Return of Capital Contributions.* Except as otherwise provided in this Agreement, no Interest Holder shall have the right to withdraw or otherwise reduce the Capital Contributions he makes to the Company. Each Interest Holder shall look only to the Property of the Company for return of his Capital Contributions. If the Company's Property remaining after satisfaction of its obligations is insufficient to return the Capital Contributions

'11 APR 25 Lic. Dept AM1103

of any Interest Holder, that Interest Holder shall have no recourse against the Company or any Member, except in the case of gross negligence, bad faith or fraud.

3.4. *Return of Capital In Kind.* Except as otherwise provided herein, under circumstances requiring a return of any Capital Contributions, no Interest Holder shall have the right to receive property other than cash.

3.5. *No Interest on Capital.* Except as otherwise provided herein, no Interest Holder shall receive any interest or drawing with respect to his Capital Contributions or Capital Account.

3.6. *Member Loans.* Upon the determination of a Majority in Interest of the Members that the Company requires additional capital to carry out its purpose, the Members shall have the right, but not the obligation, to make loans to the Company. Member Loans shall be made by the Members willing to make Member Loans in the ratio of their Participation Percentages unless those Members agree otherwise.

3.7. *Terms of Member Loans.* All Member Loans shall bear interest at the prime rate of interest as stated in the Wall Street Journal (or its successor) at the date of the loan plus two (2) percentage points, shall be unsecured, and shall be repaid in full out of available funds of the Company before any distribution may be made to any Member pursuant to ARTICLE 4. If more than one Member has made a Member Loan, repayments shall be made to the Members in the ratio of the amounts of principal they have advanced.

ARTICLE 4 Distributions

4.1. Distribution of Net Cash Flow.

4.1.1. *Net Cash Flow.* Except as otherwise provided in this Agreement, all distributions of Net Cash Flow shall be made to the Interest Holders in the ratio of their Participation Percentages.

4.2. Miscellaneous.

4.2.1. Amount and Timing of Net Cash Flow Distributions.

4.2.1.1. Except as otherwise provided in this Agreement, the amount and timing of distributions of Net Cash Flow shall be determined by a Majority in Interest of the Members in the Members' sole discretion.

4.2.1.2. The other provisions of this ARTICLE 4 notwithstanding, within one hundred five (105) days of the end of each Fiscal Year, the Company shall distribute to each Interest Holder, to the extent cash is available to the Company, an amount which, when combined with the amount previously distributed to that Interest Holder pursuant to this ARTICLE 4 in that Fiscal Year and all prior Fiscal Years, equals the cumulative net taxable income allocated to that Interest Holder pursuant to ARTICLE 9 for that Fiscal Year and all prior Fiscal Years (taking into account losses allocated to that Interest Holder in prior Fiscal Years) multiplied by the highest applicable federal and state marginal tax rates in effect for that Fiscal Year (taking into account the deductibility of state income taxes for purposes of determining the effective state income tax rate).

4.2.1.3. Distributions, if any, made pursuant to this Paragraph shall be taken into account in determining subsequent distributions pursuant to this ARTICLE 4 so that, in the aggregate, all distributions are divided among the Interest Holders in the manner they would be divided without regard to this Section 4.2.1. If, upon liquidation of the Company, any Interest Holder has received more distributions by virtue of this Section 4.2.1 than he otherwise would have been entitled without regard to this Section 4.2.1, then, that Interest Holder shall be obligated to contribute to the Company the deficit balance in his Capital Account or such excess distributions, whichever is less.

4.2.2. *Distributions In Kind.* In connection with any distribution, no Interest Holder shall have the right to receive Property other than cash except as may be specifically provided herein. Any Property distributed in kind to the Interest Holders shall be valued at its fair market value, as determined by an independent appraiser

11 APR 25 11:47 AM 1103

selected by the Company. Any Interest Holder entitled to an interest in any Property shall receive that interest as a tenant-in-common with all other Interest Holders so entitled.

4.2.3. *Withholding.* Any amount withheld by the Company pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as actually distributed to the affected Interest Holder for purposes of this Agreement.

4.2.4. *Varying Interests; Distributions in Respect of Transferred Interests.* If any Interest is sold, assigned or transferred, all distributions made on or before the date of such transfer shall be paid to the transferor, and all distributions made thereafter shall be paid to the transferee. Solely for purposes of making those distributions and allocating Profits and Losses and other items of income, gain, loss and deduction pursuant to ARTICLE 9 hereof, the Company shall recognize the transfer no later than the last day of the calendar month in which it is given notice of the transfer stating the date such Interest was transferred and the name, address, and tax identification number of the transferee. Unless the Company is given such notice, neither the Company nor any Interest Holder shall incur any liability for making distributions and allocations in accordance with the provisions of this Section 4.2.4, whether or not any Interest Holder or the Company has knowledge of any transfer of ownership of any Interest.

ARTICLE 5 Management

5.1. *Member Managed.* Management of the Company shall be vested in the Members. Each Member shall devote such time and effort as may be necessary for the effective management of the Company but shall not be required to devote full time to the business of the Company. Each Member shall keep the other Members fully informed concerning the Member's activities affecting the Company and any actions taken on behalf of the Company and shall disclose to the Members any information which the Member may receive concerning the Company's business and affairs.

5.2. *Administrative Member.* The Members may from time to time appoint or remove an administrative member (the "Administrative Member") to carry on the day-to-day affairs of the Company. Except as otherwise provided in this Agreement or with respect to matters expressly delegated to the Administrative Member by the Company, the Administrative Member shall only have ministerial authority and duties and shall not take any actions on behalf of the Company out of the ordinary course of business.

5.3. *Member Authority.* Except as otherwise provided in this Agreement or as provided under the Act, each Member is authorized to act on behalf of the Company and enter into any agreement on behalf of the Company as an agent of the Company. In addition to those actions for which this Agreement specifically requires the consent of the Members, the Members shall not take any of the following actions without first obtaining the approval of a Majority-in-Interest of the Members:

5.3.1 Amend the Articles, other than any amendments required under the Act to correct an inaccuracy in the Articles.

5.3.2 Sell or otherwise dispose of all or substantially all of the Company's Property.

5.3.3 File a voluntary petition in bankruptcy, make an assignment for the benefit of creditors of the Company, or consent to the appointment of a receiver for the Company or its Property.

5.3.4 Approve a plan of merger or consolidation of the Company with or into one or more business entities.

5.3.5 Borrow money or incur indebtedness (other than trade debt incurred in the ordinary course of the Company's business) on behalf of the Company in excess of \$100,000, or mortgage, pledge, grant a security interest in, or otherwise encumber Property of the Company.

11 APR 25 14. Dept #1103

5.3.6 Enter into any contract or agreement between the Company and any Member or Affiliate of any Member, provided that no Member who is involved in the contract or agreement shall be entitled to vote thereon.

5.4 *Non-Exclusivity.* The Members hereby acknowledge and agree that each Member may engage in any other business or investment activity, unless such activity competes with or otherwise adversely affects the Company. No Member shall, solely by virtue of this Agreement or his relationship to the Company or the Interest Holders, be liable or accountable to the Company or any Interest Holder for failure to disclose or make available to the Company any business opportunity of which he becomes aware or be obligated to allow the Company or any Interest Holders to share or participate in any such other investments.

5.5 *Books and Records.*

5.5.1 *General Requirements.* The Company shall keep or cause to be kept at Company expense complete and accurate books and records, together with supporting documentation of transactions with respect to the Company's business. The books and records shall be maintained in accordance with sound accounting practices and kept at the Company's registered office and such other locations as the Company may determine. The Company's books and records shall include the following:

5.5.1.1 A current list of the full name and last known business, residence, or mailing address of each Member;

5.5.1.2 A copy of the initial Articles and all amendments thereto;

5.5.1.3 Copies of this Agreement, all amendments hereto, and any prior operating agreements no longer in effect;

5.5.1.4 Copies of any agreements or other instruments relating to the Members' obligations to make Capital Contributions to the Company;

5.5.1.5 Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent Fiscal Years;

5.5.1.6 Copies of any financial statements of the Company for the three most recent Fiscal Years; and

5.5.1.7 Copies of minutes of all meetings of the Members and all written approvals of Members for actions taken without a meeting.

5.5.2 *Inspection.* Upon reasonable advance notice to the Company, each Member shall have the right to inspect and copy the Company's books and records during normal business hours and at the Member's expense.

5.5.3 *Annual Accounting Period.* The annual accounting period of the Company shall be its Fiscal Year.

5.6 *Reports.* Within seventy-five (75) days after the end of each Fiscal Year, the Company shall cause to be sent to each Person who was a Member at any time during that Fiscal Year complete financial statements of the Company for that Fiscal Year. Upon the request of any Member and at the Member's expense, the Company shall hire independent accountants to audit the Company's books and records, provided that no such audit shall be conducted more than once during any six-month period.

5.7 *Indemnity Rights.* The Company, and its receiver or trustee, shall indemnify and hold harmless any Interest Holder (the "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including any action by or in the right of the Company) by reason of any acts, omissions, or alleged acts or

omissions arising out of the Indemnified Party's activities as a Member or Interest Holder on behalf of the Company or in furtherance of the interests of the Company, against losses, damages, or expenses for which such Indemnified Party is not otherwise entitled to reimbursement (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit, or proceeding so long as he did not engage in willful misconduct or act fraudulently, in bad faith, or in a grossly negligent manner. Nothing contained herein shall be construed to relieve a Member or Interest Holder from any liability to the Company or the Interest Holders for fraud, bad faith, willful misconduct, or gross negligence.

ARTICLE 6

Members

6.1. *Meetings.* Meetings of the Members may be called by a Member or Members whose Participation Percentage, in the aggregate, equals or exceeds ten percent (10%).

6.2. *Place of Meetings.* Meetings of the Members shall be held at the registered office of the Company unless the Person or Persons calling the meeting designate another place within the State of Arizona as the place for the meeting. Members may participate in a meeting by conference telephone or similar means by which all Persons participating in the meeting can hear one another.

6.3. *Notice of Meetings.* Except as otherwise provided in this Agreement, the Person or Persons calling the meeting shall notify all Members entitled to participate in the meeting in writing at least three (3) days before the date of the meeting. The notice shall include the date, time, place, and purpose of the meeting.

6.4. *Waiver of Notice.* A Member may waive notice of any meeting required to be given under this Agreement before, at, or after any meeting. Any meeting shall be valid without notice if all the Members entitled to participate in the meeting meet and consent to the holding of the meeting at such time and place.

6.5. *Record Date.* The date on which notice of a meeting is deemed to be given under this Agreement shall be the record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members. The determination of Members entitled to vote at any meeting of the Members shall also apply to any adjournment of such meeting.

6.6. *Quorum.* A Majority in Interest of the Members entitled to participate in a meeting, present in person or represented by proxy, shall constitute a quorum. If a quorum is not present at a properly noticed meeting, a Majority in Interest of those Members entitled to vote, present in person or by proxy, may adjourn the meeting to another time and place without notice if the time and place are announced at the adjourned meeting. If the adjournment is for more than thirty (30) days, notice shall be given as provided in this Agreement to all Members entitled to participate in the meeting.

6.7. *Voting.* Each Member entitled to participate in a meeting shall have a number of votes equal to his Participation Percentage. If a Member transfers his Interest to an assignee who does not become a substitute Member, neither the transferring Member nor the assignee shall be entitled to vote the transferred Interest and the transferred Interest shall not be considered outstanding for purposes of determining the existence of a quorum. A withdrawn Member shall not be entitled to vote nor shall the withdrawn Member's Interest be considered outstanding for purposes of determining the existence of a quorum.

6.8. *Manner of Acting.* Except as otherwise provided in this Agreement, the vote of a Majority in Interest of the Members entitled to participate in and present at a meeting at which a quorum is present shall be the act of the Members. A Member may vote in person or by a written proxy given to a Member or other Person. Any proxy must be filed with the Company before or at the time of its exercise.

6.9. *Action Without a Meeting.* The Members may take any action permitted or required to be taken at a meeting without a meeting if:

6.9.1. all the Members entitled to vote on the matter are given notice of the proposed action and an explanation of the proposed action; and

*11 APR 25 Liq. Dept AM1103
*11 APR 25 Liq. Dept AM1103

6.9.2. that percentage or number of Members required to take or approve the action execute a written consent to that action.

Action taken by written consent under this Section 6.9 shall be effective on the date that percentage or number of Members required to take or approve the action have signed the consent unless the consent specifies a different effective date. The record date for determining Members required to consent to an action shall be the date notice of the proposed written consent is deemed given under this Agreement to the Members entitled to vote on the matter.

6.10. *Competition; Waiver of Opportunity Doctrine.* The Members hereby acknowledge and agree that except as otherwise specifically provided in this Agreement, each Member may engage in any other business or investment activity, unless such activity competes with or otherwise adversely affects the Company. No Member shall, solely by virtue of this Agreement or his relationship to the Company or the Interest Holders, be liable or accountable to the Company or any Interest Holder for failure to disclose or make available to the Company any business opportunity of which he becomes aware or be obligated to allow the Company or any Interest Holders to share or participate in any such other investments.

ARTICLE 7

Transfers and Withdrawals

7.1. *Transfers Prohibited.* Except as expressly permitted or required by this Agreement, no Person may Transfer all or any part of such Person's Membership Rights or Interest in the Company without the prior written consent of a Majority in Interest of the non-transferring Members, which consent may be granted or withheld in the Members' sole and absolute discretion. The Members acknowledge that the prohibitions on Transfers contained in this Agreement are reasonable and necessary restrictions and may be enforced by specific performance. Any attempted Transfer in violation of this ARTICLE 7 shall be void *ab initio* and of no force or effect, and the purported transferee shall not have any rights in the Interest or the Company.

7.2. *Permitted Transfers.* Subject to the other requirements of this ARTICLE 7, a Person may Transfer some or all of his Interest to a Permitted Transferee and, notwithstanding any provision of this Agreement to the contrary, a Permitted Transferee of a Member receiving an Interest pursuant to this Section 7.2 automatically shall be admitted as a substitute Member of the Company.

7.3. *Right of First Refusal.*

7.3.1. In the event any Person (the "Selling Member") receives an offer (the "Offer") from any Person other than a Permitted Transferee to purchase all of such Person's Interest in the Company, he shall first, prior to accepting such Offer, provide to the Company and the other Members (the "Offeree Members") a written notice (an "Offering Notice") specifying in detail the price, terms and conditions of the Offer along with the name of the proposed purchaser (such proposed purchaser being a fully disclosed principal) together with a complete copy of such Offer. The Company shall have the right, irrevocable for a period of thirty (30) days after receipt of the Offering Notice, to purchase the Interest specified in the Offering Notice at the price and upon the terms set forth therein; subject, however, to the modifications set forth in this Section. If the Company fails to exercise its option to buy the Interest offered, the Offeree Members shall have the right, irrevocable for a period of thirty (30) days after the expiration of the Company's thirty (30) day period, to purchase the Interest specified in the Offering Notice at the price and upon the terms set forth therein; subject, however, to the modifications set forth in this Section. If the Company and the Offeree Members fail to accept in whole the terms set forth in the Offering Notice within the thirty (30) day periods described above and consummate the purchase as set forth below, the Offer set forth in the Offering Notice shall be deemed rejected and for a period of one hundred twenty (120) days after the Offer is rejected, the Selling Member shall be free to dispose of his Interest in the Company at (but only at) the price and on (but only on) the terms and conditions of the Offer made to the Offeree Member in the Offering Notice and, notwithstanding any provision of this Agreement to the contrary, the purchaser shall automatically become a substitute Member of the Company.

11 APR 25 Lir. Dept AM1103

7.3.2. If more than one Offeree Member elects to purchase the Interest, each electing Member shall purchase the Interest in the same ratio that his Participation Percentage bears to the aggregate Participation Percentage of all electing Members or in such other proportion as the electing Members may all agree.

7.3.3. The Company or the Offeree Member(s) may purchase all of the Selling Member's interest in the Company upon the terms and conditions set forth in the Offering Notice; provided, however, that the Transfer from the Selling Member shall be consummated on a date not less than thirty (30) nor more than sixty (60) days after the exercise of the right of first refusal.

7.3.4. If the Selling Member fails to Transfer his Interest within the one hundred twenty (120) day period following rejection of the Offer, the rights of first refusal as set forth in this Section 7.3 shall again apply to any subsequent Transfer of the Selling Member's Interest.

7.4. *Withdrawal.* Except as otherwise provided in this Agreement, no Member may withdraw from the Company. A withdrawal in violation of this Section 7.4 shall constitute a material breach of this Agreement for which the Company shall have the right to recover damages and to offset the damages against any amounts otherwise distributable to that Member under this Agreement.

7.5. *Distributions Following Withdrawal.* Following an Event of Withdrawal with respect to a Member, the withdrawn Member shall receive the following distributions:

7.5.1. If the Member voluntarily withdraws under A.R.S. Section 29-733(1) or is expelled from the Company, and the business of the Company is continued following the withdrawal or expulsion, the Member shall not be entitled to receive any withdrawal distribution at the time of withdrawal nor shall the withdrawn Member receive any subsequent distributions or allocation of Profits or Losses. The sole amount payable to the withdrawn or expelled Member shall be an amount equal to the positive balance, if any, of the Member's Capital Account determined as if the Company had dissolved at the time of the withdrawal or expulsion. Any amount payable under this Section 7.5.1 shall be paid at the time the Company dissolves under ARTICLE 8 of this Agreement and shall be reduced by:

7.5.1.1. any damages suffered by the Company or the Members if the withdrawal violated the provisions of this Agreement; and

7.5.1.2. any amounts needed to make distributions otherwise payable to Interest Holders under ARTICLE 8 of this Agreement.

7.5.2. Following an Event of Withdrawal with respect to a Member other than a voluntary withdrawal or expulsion, if the business of the Company is continued following the Event of Withdrawal, the withdrawn Member shall not be entitled to receive a withdrawal distribution but the withdrawn Member (or the withdrawn Member's personal representatives, successors and assigns) shall be entitled to receive the share of distributions, including distributions representing a return of Capital Contributions, and the allocation of Profits and Losses, to which the withdrawn Member otherwise would have been entitled if the Event of Withdrawal had not occurred.

7.5.3. If the Company dissolves and winds up its business under ARTICLE 8 of this Agreement following an Event of Withdrawal with respect to a Member, the withdrawn Member and his personal representatives, successors and assigns shall have the rights of an assignee of the withdrawn Member's Interest in the Company to receive allocations of Profits and Losses and to receive distributions with respect to the Member's Interest during and on completion of winding up. If the Event of Withdrawal violated this Agreement, the distributions paid to the withdrawn Member shall be offset by any damages suffered by the Company or its Members as a result of the Event of Withdrawal.

7.6. *Option on Death.* Upon the death of a Member, if the Company is not dissolved pursuant to ARTICLE 8, the Company shall have the option to purchase the deceased Member's Interest. If the Company fails to exercise such option to purchase the Interest of a deceased Member within sixty (60) days after the death of the Member, the other Members shall, for sixty (60) days after the expiration of the Company's option, have the option

*11 APR 25 Lit. Dept AM1103

to purchase the Interest. If more than one Offeree Member elects to purchase the Interest, each electing Member shall purchase the Interest in the same ratio that his Participation Percentage bears to the aggregate Participation Percentage of all electing Members or in such other proportion as the electing Members may all agree. If either option is exercised, the owner of the Interest of a deceased Member shall sell the Interest as provided herein. The Personal Representative of a deceased Member's estate may exercise all of the decedent's rights and powers as a Member until such time as the Interest is transferred. The purchase price, the method of payment and the other applicable terms and conditions shall be in accordance with the provisions set forth in *Exhibit B*. If the Interest is not purchased by the Company or the other Members, the Interest shall remain fully subject to and bound by the terms of this Agreement.

7.7. *Option on Disability.* Upon the disability of a Member, if the Company is not dissolved pursuant to ARTICLE 8, the Company shall have the option to purchase and the owner of the Interest of a disabled Member shall sell the disabled Member's Interest. If the Company fails to exercise such option to purchase the Interest of a disabled Member within sixty (60) days after the disability of the Member, the other Members shall, for sixty (60) days after the expiration of the Company's option, have the option to purchase the Interest in the proportion that their Interests bear to the total Interest of the Company then outstanding less the disabled Member's Interest or in such percentages as otherwise agreed to by the remaining Members. The purchase price, the method of payment and the other applicable terms and conditions shall be in accordance with the provisions set forth in *Exhibit B*. If the Interest is not purchased by the Company or the other Members, the Interest shall remain fully subject to and bound by the terms of this Agreement. For purposes of this Agreement, the term "disability" shall have the same meaning such term has for purposes of any disability insurance policy maintained by the Company with respect to such Person. If the Company does not maintain such a policy with respect to such Person, the term shall mean a physical or mental impairment which renders the Person incapable of rendering his normal duties for the Company; provided, however, such impairment must be certified by a competent physician who is acceptable to the Manager or by a judicial determination, and it must be shown that such impairment has continued or will continue for a period of not less than six (6) months. A determination of disability shall be made at the request of the Person who is or may be disabled or the other Members if such other Members reasonably believe that the Person is disabled. The Members and Interest Holders hereby consent to undergo the examination and testing reasonably necessary for the determination of disability. Each Member and each Interest Holder also hereby waives any applicable physician-patient privilege for purposes of such examination and testing and disclosure of the results therefrom to the Company and the other Members.

7.8. *Option on Bankruptcy.* Following the bankruptcy or similar event set forth in Act Section 29-733(4) or (5) of a Member or Interest Holder (the "Offeror"), if the Company is not dissolved pursuant to ARTICLE 8, the Company shall have the option to purchase the Interest owned by such Person. If the Company fails to exercise such option within sixty (60) days after the bankruptcy or similar event, the other Members shall for sixty (60) days after the expiration of the Company's option have the option to purchase the Interest. If more than one Offeree Member elects to purchase the Interest, each electing Member shall purchase the Interest in the same ratio that his Participation Percentage bears to the aggregate Participation Percentage of all electing Members or in such other proportion as the electing Members may all agree. If either option is exercised, the owner of the insolvent Person's Interest shall sell the Interest as provided herein. The purchase price, the method of payment and other applicable terms and conditions shall be in accordance with the provisions set forth in *Exhibit B*. If the Interest is not purchased by the Company or the Offerees, the Interest shall remain fully subject to and bound by the terms of this Agreement.

7.9. *Deadlock.*

7.9.1. If any vote of the Members results in a tie vote, any Member may demand, by notice to the other Members, that the matter be submitted for resolution by a group of representatives, one appointed by each Member (collectively, the "Representative"). That notice shall contain a clear description of the issue to be resolved and a statement that the matter must be resolved by the Representatives by unanimous agreement within thirty (30) days of the date of the notice. The Members shall cause the Representatives to consult with another, and they shall use reasonable efforts in good faith to resolve the matter in a manner mutually satisfactory to all the Members. Any resolution agreed to by all the Representatives shall be final and binding on the Members and the Company. In the event that unanimous agreement with respect to the issue in dispute is not made within thirty (30) days after the date of the written notice, the Representatives shall immediately notify the Members of the lack of agreement.

711 APR 25 Lit. Dept #1103

7.9.2. Notwithstanding anything to the contrary contained in this Agreement, within sixty (60) days after the date of the notice provided by the Representatives of their failure to reach agreement, any Member may submit two (2) offers to the other Members, which shall be identical in all respects except that one shall be an offer to purchase all the non-offering Member's Interest (the "Purchase Offer") and the other shall be an offer to sell all the offering Member's Interest (the "Sell Offer"). Each offer shall contain all material terms and conditions, including, without limitation, the dollar amount.

7.9.3. The non-offering Members shall have sixty (60) days from receipt of the offers to accept either the Purchase Offer or Sell Offer in writing delivered to the offering Member. In the event the non-offering Members fail to agree on whether to buy or sell or fail to timely accept an offer in writing, the non-offering Members shall be deemed to have agreed to accept the Purchase Offer.

7.9.4. The purchase and sale shall be closed on the date designated by the purchasing party, but no more than one hundred eighty (180) days after receipt of the notice of offer.

7.9.5. If no offer to purchase or sell an Interest is made under this Section, the parties rights under this Agreement shall be determined as if there had been no tie vote of the Members invoking the rights set forth in this Section, and the Company shall not take the proposed action which resulted in the tie vote.

7.10. *Conditions of Transfer.* A Transfer otherwise permitted under this ARTICLE 7 shall not be permitted and any attempted Transfer shall be null and void and of no effect whatsoever unless and until the following conditions are satisfied:

7.10.1. The transferor and the transferee execute such documents and instruments of conveyance and assumption as may be reasonably necessary or appropriate in the reasonable opinion of the Company to effect such Transfer and to confirm the transferee's assumption of all monetary and other obligations of the transferor with respect to the Interest being transferred.

7.10.2. The transferee, in writing, accepts and adopts all of the terms of this Agreement, as the same may have been amended.

7.10.3. The transferor and the transferee pay all of the reasonable costs and expenses incurred by the non-transferring Members and the Company in connection with such Transfer.

7.10.4. If the Transfer will cause a termination of the Company under Code Section 708, the Company receives an opinion of its attorney that the termination will not have a material adverse effect on the Company or any of its Interest Holders.

7.11. *Transferees.* The assignee of an Interest in the Company shall have no right to participate in the business and affairs of the Company or to exercise any Membership Rights unless the assignee is admitted as a substitute Member pursuant to ARTICLE 7 of this Agreement. The assignee only shall be entitled to receive distributions, including distributions representing a share of Capital Contributions, and be allocated Profits, Losses, and other items of income, gain, loss, deduction and credit attributable to the transferred Interest.

7.12. *Additional Members.* The Company shall not issue additional Interests in the Company without the written consent of all of the Members, which consent may be granted or withheld in the Members' sole and absolute discretion.

7.13. *Substitute Members.* An assignee of an Interest other than a Permitted Transferee may be admitted as a substitute Member only upon the written consent of all of the Members, which consent may be granted or withheld in the Members' sole and absolute discretion.

*11 APR 25 11:47. Dept AM1103

ARTICLE 8

Dissolution and Termination

8.1. *Events of Dissolution.* The Company will be dissolved on the first to occur of the following events:

8.1.1. The written consent of a Majority in Interest of the Members.

8.1.2. The entry of a judgment of dissolution under Act Section 29-785 or an administrative dissolution under Act Section 29-786.

8.1.3. An Event of Withdrawal of the last remaining Member unless within ninety (90) days of the Event of Withdrawal all assignees of Interests in the Company by written consent admit at least one (1) Member pursuant to Act Section 29-731(B)(4) to continue the business of the Company.

8.1.4. The sale or other disposition of all or substantially all of the Company's Property (including, without limitation, taking by eminent domain, but excluding any like-kind exchange) and receipt by the Company of the proceeds therefrom unless such sale or other disposition involves any deferred payment of the consideration for such sale or disposition, in which case the Company shall not dissolve until the last day of the calendar year during which the Company shall receive the balance of such deferred payment.

Except as otherwise provided in this Section 8.1, an Event of Withdrawal of a Member shall not cause the Company to dissolve and the Company automatically shall continue following such an Event of Withdrawal.

8.2. *Winding Up.* Following the dissolution of the Company, the Company promptly shall file a Notice of Winding Up with the Arizona Corporation Commission in accordance with Act Section 29-781. The Members, on behalf of the Company, shall collect the Company's Property and take such other and further action as is required to wind up the business and affairs of the Company. The Members shall determine which Property will be sold or otherwise disposed of and which Property will be distributed in kind to the Members. The Members then shall liquidate the Property of the Company that is to be sold or otherwise disposed of, establish such reserves as the Members shall reasonably deem necessary, and apply or distribute the proceeds of such liquidation, or distribute the Company's Property in kind, in the following order and priority:

8.2.1. *Debts.* To payment of the debts and liabilities of the Company, including debts owed to Interest Holders. To the extent permitted by law, the Company first shall pay liabilities for which any Interest Holder is or may be personally liable; and

8.2.2. *Remainder.* Thereafter, to the Interest Holders in accordance with their positive Capital Account balances. For purposes of this Section 8.2, the Interest Holders' Capital Accounts shall be adjusted and determined in the same manner as if all of the Company Property that is to be distributed in kind were sold for cash at its fair market value as of the date of distribution. All distributions pursuant to this Section 8.2 shall be made in accordance with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2).

8.3. *Deficit Capital Accounts.* Notwithstanding any provision in this Agreement to the contrary except Section 4.2.1, an Interest Holder with a deficit balance in the Interest Holder's Capital Account shall not be obligated to make any Capital Contributions to the Company to restore such deficit balance to zero and the negative balance of such Interest Holder's Capital Account shall not be considered a debt or obligation of the Interest Holder to the Company, the other Interest Holders, or any other person.

8.4. *Rights of Interest Holders.* Except as otherwise provided in this Agreement, each Interest Holder shall look solely to the Property of the Company for the return of his Capital Contribution and no Interest Holder shall have priority over any other Interest Holder with respect to distributions or the return of his Capital Contribution.

8.5. *Allocations in Year of Liquidation.* Anything in ARTICLE 9 to the contrary notwithstanding, in the Fiscal Year of liquidation of the Company, or the Fiscal Year in which all or substantially all of the Company's

*11 APR 25 Liq. Dept AM1103

Property is sold, whichever occurs first, and, in either case, in the prior Fiscal Year if such liquidation or sale occurs during the first one hundred five (105) days of the Fiscal Year, items of Company income, gain, deduction, and loss shall be allocated to the Interest Holders in a manner such that the Capital Account of each Interest Holder immediately prior to the distribution under Section 8.2.2 is equal to the total amount that would have been distributed to that Interest Holder under ARTICLE 9 if the Company's liquidating distributions were made in accordance with that Section.

8.6. *Articles of Termination.* On the completion of the winding up of the Company and the distribution of the Property of the Company as provided herein, the Company shall file such Articles of Termination or other documents as may be required by the Act to terminate the Company.

ARTICLE 9 Tax Matters

9.1. *Definitions.* The capitalized words and phrases used in this ARTICLE 9 shall have the following meanings:

9.1.1. *"Adjusted Agreed Value"* means, with respect to Company Property, the Property's Initial Agreed Value with the adjustments required under this Agreement.

9.1.2. *"Adjusted Capital Account Deficit"* means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

9.1.2.1. the Capital Account shall be increased by the amounts which the Interest Holder is obligated to restore under this Agreement or is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g) and (i)(5) (i.e., the Interest Holder's share of Minimum Gain and Member Minimum Gain); and

9.1.2.2. the Capital Account shall be decreased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4),(5) and (6).

This definition of Adjusted Capital Account Deficit is intended to comply with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with that Regulation.

9.1.3. *"Capital Account"* means, with respect to each Interest Holder, the capital account maintained in the Company's books and records in the following manner:

9.1.3.1. Each Interest Holder's Capital Account shall be credited by:

9.1.3.1.1. the amount of money contributed by the Interest Holder to the Company;

9.1.3.1.2. the fair market value of the Property contributed by the Interest Holder to the Company (net of liabilities secured by such Property that the Company is considered to assume or take subject to under Code Section 752);

9.1.3.1.3. the amount of Profits or items of income and gain allocated to the Interest Holder pursuant to Sections 9.2, 9.3, or 9.5, but not items of income and gain allocated to the Interest Holder pursuant to Section 9.4; and

9.1.3.1.4. the amount of Company liabilities that are assumed by the Interest Holder under Regulation Section 1.704-1(b)(2)(iv)(c).

9.1.3.2. Each Interest Holder's Capital Account shall be debited by:

*11 APR 25 11:47:30 AM 1103

9.1.3.2.1. the amount of money distributed to the Interest Holder;

9.1.3.2.2. the fair market value of any Property distributed to the Interest Holder (net of liabilities secured by such Property that the Interest Holder is considered to assume or take subject to under Code Section 752);

9.1.3.2.3. the amount of Losses and items of deduction and loss allocated to the Interest Holder pursuant to Section 9.2, 9.3, or 9.5, but not items of deduction and loss allocated to the Interest Holder pursuant to Section 9.4; and

9.1.3.2.4. the amount of the Interest Holder's liabilities that are assumed by the Company under Regulation Section 1.704-1(b)(2)(iv)(c).

9.1.3.3. If Property is distributed to an Interest Holder, the Capital Accounts of all Interest Holders shall be adjusted in the same manner as if the distributed Property were sold in a taxable transaction for an amount equal to the gross fair market value of such Property on the date of distribution (taking into account Code Section 7701(g)) and the Profit or Loss from such disposition were allocated among the Interest Holders pursuant to this Agreement.

9.1.3.4. If money or other Property (other than a de minimis amount) is:

9.1.3.4.1. contributed to the Company by a new or existing Interest Holder in exchange for an Interest; or

9.1.3.4.2. distributed by the Company to a retiring or continuing Interest Holder as consideration for an Interest in the Company,

then, if the Members deem such an adjustment necessary to reflect the economic interests of the Interest Holders, the Agreed Value of the Company's Property shall be adjusted to equal its gross fair market value on such date (taking into account Code Section 7701(g)) and the Capital Accounts of all Interest Holders shall be adjusted in the same manner as if all the Company's Property had been sold in a taxable transaction for such amount on such date and the Profits or Losses allocated to the Interest Holders pursuant to this Agreement.

9.1.3.5. To the extent that Regulation Section 1.704-1(b)(2)(iv)(m) requires an adjustment to the tax basis of any Company Property pursuant to Code Section 734(b) or Code Section 743(b) to be taken into account in determining Capital Accounts, the Agreed Value of the Company's Property and the Capital Accounts of the Interest Holders shall be adjusted in the manner required under that Section of the Regulations.

9.1.3.6. The transferee of any Interest transferred pursuant to this Agreement shall succeed to the Capital Account of the transferor that is attributable to the transferred Interest. The parties intend that the Capital Accounts of all Interest Holders be maintained in accordance with Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted in a manner consistent with that Section of the Regulations.

9.1.4. "Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

9.1.5. "Company Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(b)(2) for "partnership minimum gain".

9.1.6. "Initial Agreed Value" means, with respect to Property contributed to the Company, the Property's fair market value upon contribution (as determined by mutual agreement of the contributing Interest Holder and the Company) and, with respect to all other Property, the Property's adjusted basis for federal income tax purposes at the time it is acquired.

11 APR 25 11:47 AM 1103

9.1.7. "Member Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations for "partner nonrecourse debt".

9.1.8. "Member Nonrecourse Debt Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain".

9.1.9. "Member Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse deductions".

9.1.10. "Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions shall be determined according to the provisions of Regulation Section 1.704-2(c).

9.1.11. "Nonrecourse Liability" has the meaning set forth in Regulation Section 1.704-2(b)(3).

9.1.12. "Profits and Losses" means, for each Fiscal Year or other period for which Profits and Losses must be computed, the Company's taxable income or loss determined in accordance with Code Section 703(a), adjusted as follows:

9.1.12.1. taxable income or loss shall include all items of income, gain, loss, or deduction which Code Section 703(a)(1) requires to be stated separately;

9.1.12.2. Profits or Losses shall include any tax-exempt income of the Company not otherwise taken into account in computing Profits or Losses;

9.1.12.3. Profits or Losses shall include Company expenditures which are described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and which are not otherwise taken into account in computing Profits or Losses;

9.1.12.4. gain or loss resulting from any taxable disposition of Company Property shall be computed by reference to the Property's Adjusted Agreed Value, rather than by reference to the Property's adjusted basis for federal income tax purposes;

9.1.12.5. in computing Profits and Losses, if the Adjusted Agreed Value of Company Property differs from the Property's adjusted basis for federal income tax purposes, then the amount of depreciation, depletion, or amortization for a period with respect to the Property shall be the amount that bears the same relationship to the Adjusted Agreed Value of such Property as the depreciation (or cost recovery deduction), depletion, or amortization computed for tax purposes with respect to such Property for such period bears to the adjusted tax basis of such Property or, if the Property has a zero basis for tax purposes, the amount determined under any reasonable method selected by the Company;

9.1.12.6. Profits and Losses shall not include any items which are specially allocated pursuant to Section 9.4 or 9.5 hereof.

9.1.13. "Tax Matters Member" means the member appointed pursuant to this Agreement to serve as the "tax matters partner" (as defined in Code Section 6231) for the Company.

9.1.14. "Treasury Regulations" or "Regulations" means the income tax regulations, including any temporary regulations, promulgated pursuant to the Code as such regulations may be amended or superseded from time to time.

9.2. *General Allocations of Profits and Losses.* After making any special allocations contained in Section 9.5, Profits and Losses for any Fiscal Year shall be allocated to the Interest Holders in the ratio of their Participation Percentages.

9.3. *Loss Limitations.*

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9.3.1. No Losses shall be allocated to any Interest Holder pursuant to Section 9.2 if the allocation would create or increase an Adjusted Capital Account Deficit for that Interest Holder. All Losses subject to the limitation set forth in this Section 9.3.1 shall be allocated among the remaining Interest Holders in the ratio of their Participation Percentages. If all Interest Holders are subject to the limitation of this Section 9.3.1, Losses shall be allocated among the Interest Holders in the ratio of their Participation Percentages or in such other ratio that is in accordance with the Interest Holders' interests in the Company, as determined by the Company. Any other provision of this Agreement to the contrary notwithstanding, if any Losses are allocated pursuant to this Section 9.3.1, those Losses shall be recovered, on a *pari passu* basis, from the next available Profits of the Company.

9.3.2. If the Company is on the cash method of accounting and more than 35% of the Company's Losses in any year would be allocable to Interest Holders who are limited entrepreneurs (within the meaning of Section Code 464(e)(2)), then, subject to Section 9.3.1, the Losses in excess of 35% otherwise allocable to those Interest Holders shall be specially allocated among the other Interest Holders in the ratio that each shares in Losses. Any other provision of this Agreement to the contrary notwithstanding, if any Losses are allocated pursuant to this Section 9.3.2, those Losses shall be recovered, on a *pari passu* basis, from the next available Profits of the Company.

9.4. Section 704(c) Allocations.

9.4.1. *Contributed Property.* In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall be allocated among the Interest Holders, solely for tax purposes, so as to take into account any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution).

9.4.2. *Adjustments to Agreed Value.* If the Adjusted Agreed Value of any Company Property is adjusted as provided in Section 9.1.3.4, subsequent allocations of income, gain, loss, and deduction with respect to the Property shall, solely for tax purposes, take account of any variation between the adjusted basis of the Property for federal income tax purposes and its Adjusted Agreed Value in the manner as provided under Code Section 704(c) and the Regulations thereunder.

9.5. Regulatory Allocations. The following allocations shall be made in the following order:

9.5.1. *Company Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3), (4), and (5), if, during any Fiscal Year, there is a net decrease in Company Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this ARTICLE 9, shall be specially allocated items of gross income and gain for such Fiscal Year (and, if necessary, succeeding Fiscal Years) in an amount equal to that Interest Holder's share of the net decrease of Company Minimum Gain, computed in accordance with Regulation Section 1.704-2(g)(2). Allocations of gross income and gain pursuant to this Section 9.5.1 shall be made first from gain recognized from the disposition of Company Property subject to Nonrecourse Liabilities to the extent of the Minimum Gain attributable to that Property, and thereafter, from a *pro rata* portion of the Company's other items of income and gain for the Fiscal Year. It is the intent of the parties hereto that any allocation pursuant to this Section 9.5.1 shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

9.5.2. *Member Nonrecourse Debt Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(i)(4), if, during any Fiscal Year, there is a net decrease in Member Nonrecourse Debt Minimum Gain, each Interest Holder with a share of that Member Nonrecourse Debt Minimum Gain (determined under Regulation Section 1.704-2(i)(5)) as of the beginning of the Fiscal Year, shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, succeeding Fiscal Years) in an amount equal to that Interest Holder's share of the net decrease in Member Nonrecourse Debt Minimum Gain, computed in accordance with Regulation Section 1.704-2(i)(4). Allocations of gross income and gain pursuant to this Section 9.5.2 shall be made first from gain recognized from the disposition of Company Property subject to Member Nonrecourse Debt to the extent of the Member Minimum Gain attributable to that Property, and thereafter, from a *pro rata* portion of the Company's other items of income and gain for the Fiscal Year. It is the intent of the parties hereto that any

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allocation pursuant to this Section 9.5.2 shall constitute a "partner nonrecourse debt minimum gain chargeback" under Regulation Section 1.704-2(i)(4).

9.5.3. *Qualified Income Offset.* If an Interest Holder unexpectedly receives an adjustment, allocation, or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4),(5), or (6), then, to the extent required under Regulations Section 1.704-1(b)(2)(d), such Interest Holder shall be allocated items of income and gain of the Company (consisting of a *pro rata* portion of each item of Company income, including gross income and gain for that Fiscal Year) before any other allocation is made of Company items for that Fiscal Year, in the amount and in proportions required to eliminate the Interest Holder's Adjusted Capital Account Deficit as quickly as possible. This Section 9.5.3 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

9.5.4. *Nonrecourse Deductions.* Nonrecourse Deductions for a Fiscal Year or other period shall be allocated among the Interest Holders in the ratio of their Participation Percentages.

9.5.5. *Member Nonrecourse Deductions.* Any Member Nonrecourse Deduction for any Fiscal Year or other period attributable to a Member Nonrecourse Debt shall be allocated to the Interest Holder who bears the risk of loss for the Member Nonrecourse Debt in accordance with Regulation Section 1.704-2(j).

9.5.6. *Regulatory Allocations.* The allocations included in Section 9.5 are included to comply with the Regulations under Code Section 704(b). In allocating other items of income, gain, loss and deduction, the allocations included in Section 9.5 shall be taken into account so that to the maximum extent possible the net amount of income, gain, loss and deduction allocated to each Interest Holder will be equal to the amount that would have been allocated to each Interest Holder if the allocations contained in Section 9.5 had not been made.

9.6. *Varying Interests; Allocations in Respect to Transferred Interests.* Profits, Losses, and other items shall be calculated on a monthly, daily, or other basis permitted under Code Section 706 and the Regulations. If any interest is sold, assigned, or transferred during any Fiscal Year in compliance with the provisions of this Agreement, Profits, Losses, each item thereof, and all other items attributable to such interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Company.

9.7. *Tax Matters Member.* Michael C. Warren shall be the Tax Matters Member, for any Fiscal Year in which the Company fails to qualify for the small partnerships exception under Code Section 6231(a)(1)(B), unless replaced by the Members in accordance with this Agreement. The Tax Matters Member shall have all the powers and responsibilities of a "tax matters partner" under the Code. The Tax Matters Member shall send copies to each Interest Holder of all notices from government taxing authorities which are received by or otherwise come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable costs and expenses incurred by the Tax Matters Member in performing his duties. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service or other taxing authority without the approval of a Majority in Interest of the Members.

9.8. *Miscellaneous.*

9.8.1. *Returns and Other Elections.* The Company shall cause the preparation and timely filing of all tax returns required pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Manager in his sole discretion.

9.8.2. *Information.* Within seventy-five (75) days after the end of each Fiscal Year, the Company shall cause to be sent to each Person who was an Interest Holder at any time during that Fiscal Year, the tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for the Fiscal Year.

~~THE CORPORATION'S BYLAWS~~

9.8.3. *Knowledge.* Each Interest Holder acknowledges that he understands the economic and income tax consequences of the allocations under this Agreement and agrees to be bound by the provisions of this ARTICLE 9 in reporting his taxable income and loss from the Company.

ARTICLE 10

Miscellaneous

10.1. *Notices.* All notices authorized or required to be given pursuant to this Agreement shall be given in writing and either personally served on the Person to whom given, mailed postage prepaid, or sent by facsimile transmission (and also mailed within 24 hours thereafter), addressed to the Person's address or facsimile number as it appears on the books of the Company. All notices shall be deemed given when personally delivered or, if mailed as provided in this Section 10.1, on the second day after the date of mailing, or if sent by facsimile transmission, 24 hours after the time of dispatch. Any Person may change his address for the receipt of notices at any time by giving written notice thereof to the Company and the other Members in accordance with the terms of this Section 10.1. The inability to deliver notice because of a changed address of which no notice was given, or the rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the Notice as of the date of such inability to deliver or the rejection or refusal to accept. Any notice to be given by any Person herein may be given by an agent for such Person.

10.2. *Bank Accounts.* All funds of the Company shall be deposited in the Company's name in an institution or institutions determined by the Company.

10.3. *Title to Property.* Except as otherwise provided in this Agreement, all Property acquired by the Company shall be held in the Company's own name. The Company may cause legal title to any Property to be held in a name other than the Company's name, including without limitation a Member's name or the names of trustees, nominees, or straw parties for the Company. The Members acknowledge and agree that the manner in which title to the Company's Property is held is solely for the convenience of the Company and that such Property shall be treated as Company Property for purposes of this Agreement and the Act.

10.4. *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.5. *Governing Law.* The laws of the State of Arizona, without regard to conflicts of laws principles, shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members.

10.6. *Amendment.* This Agreement may be amended only by the written consent of a Majority in Interest of the Members, provided, however, that any provision of this Agreement requiring a vote or consent of more than a Majority in Interest of the Members may be amended only by the written consent of that number or percentage of the Members required to take or approve the action set forth in that provision.

10.7. *Counterparts.* This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

10.8. *Headings.* Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision.

10.9. *Pronouns.* All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.10. *Partition.* The parties hereto irrevocably waive any right that they may have to maintain any action for partition with respect to any Company Property.

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10.11. *Entire Agreement.* This Agreement constitutes the entire agreement among or between the parties, and supersedes any prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.

10.12. *Representation.* The parties hereby agree that in connection with the preparation of this Agreement, Integrated Accounting Services, LLC has solely represented the Company and has not represented any party other than the Company. Each party has been advised to obtain independent representation in connection with this Agreement and the formation of the Company.

10.13. *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by any Member, deliver to the requesting Person a certificate stating, to the Member's knowledge, that:

10.13.1. this Agreement is in full force and effect;

10.13.2. this Agreement has not been modified except by any instrument or instruments identified in the certificate; and

10.13.3. there is no default hereunder by the requesting Person or, if there is a default, the nature and extent thereof.

10.14. *Parties in Interest.* Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement.

10.15. *Successors in Interest.* Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, representatives, successors and permitted assigns of any of the parties to this Agreement.

10.16. *Incorporation by Reference.* Every exhibit or schedule attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

10.17. *Compliance with the Act.* The parties shall execute all amendments of the Articles, and take all other action as may be necessary or appropriate to comply with the requirements of the Act.

10.18. *Arbitration.* The parties agree that any dispute arising out of this Agreement shall be resolved through arbitration in accordance with the then current Rules of Commercial Arbitration of the American Arbitration Association or any successor organization (the "AAA"). The party desiring to initiate the arbitration process shall give written notice to that effect to the other party and shall, in such written notice, include a brief statement of its claims. Within ten (10) days of the notice of intent to arbitrate, the parties shall meet for the purpose of attempting to jointly select a single arbitrator to serve in the matter. If they are unable to agree on the designation of the arbitrator, either party may apply to the AAA for the appointment of a single arbitrator in accordance with the rules of the AAA then in effect. The arbitration proceeding shall be held within sixty (60) days of the appointment of the arbitrator and the arbitrator shall render his or her decision within thirty (30) days after the conclusion of the arbitration proceeding. The decision of the arbitrator shall be final and binding upon, and non-appealable by, the parties and any judgment may be had on the decision and award so rendered in any court of competent jurisdiction. The prevailing party shall be entitled to all costs incurred in connection with the arbitration proceeding, including the fees of the arbitrator, its reasonable attorneys' fees, witness fees and other costs as determined by the arbitrator.

ARTICLE 11

Agreement of Spouses and Members

11.1. *Spouses Bound by Agreement.* The spouse of each Member who is a married individual shall execute this Agreement. If an unmarried Interest Holder should marry during the term of this Agreement, such Interest Holder shall obtain the consent of his or her spouse to the terms of this Agreement within 30 days of the date of the marriage. Failure to obtain such consent shall constitute a material breach of this Agreement and entitle, but not require, the Company or its assignee to purchase the Interest Holder's Interest for the purchase price, and

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under the terms, set forth in *Exhibit B*. The spouses executing this Agreement each hereby consent to be bound by its terms and conditions. Should an event occur which requires that an Interest Holder offer or be deemed to have offered his Interest to the Company or the other Interest Holders, then the rights and obligations of the offerees shall extend not only to the Interest actually owned by the Interest Holder but also to the Interest owned, legally or beneficially, by the Interest Holder's spouse and by the community of the Interest Holder and his or her spouses. Each spouse of an Interest Holder hereby irrevocably authorizes the Interest Holder to make any offers required to be made under this Agreement and to take any other action authorized or required by a Member or Interest Holder under this Agreement.

11.2. *Option to Purchase*. In the event that the marriage of any Interest Holder is terminated by divorce, dissolution or legal separation, the spouse of any Interest Holder shall not be entitled to receive any of that Interest Holder's Interest, under either a court decree or property settlement agreement. If, however, a court of competent jurisdiction should grant such Interest, or any portion thereof, to a spouse of an Interest Holder pursuant to a decree of divorce, dissolution or legal separation, then such Interest Holder shall have an option to purchase such Interest from his or her spouse. This option shall be exercised, if at all, within thirty (30) days after the date of entry of the decree of divorce, dissolution or legal separation. The purchase price shall be the lesser of the value set forth in the decree of divorce, dissolution or legal separation, whichever is applicable, or the purchase price and terms of the purchase as provided in *Exhibit B*. If the Interest Holder fails to exercise his or her option within that thirty (30) day period, the Company or its assignee for a thirty (30) day period after receipt of notice of such Interest Holder's failure to exercise the option shall have the option to purchase the spouse's Interest for the purchase price, and under the terms and conditions, applicable to the Interest Holder under this Subsection.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement, this 13th day of December, 2010

MEMBERS:



Alirezaa Ahmadiyah, Member

Roya Zojaji, Member

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

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF N/A STATE APPLICATION # 10043065

COUNTY OF GILA, ARIZONA. CITY/TOWN/COUNTY # LL-11-04

ORDER # LL-11-04

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

of Gila held on the 7th day of June, 2011 the
(Day) (Month) (Year)

application of Alireza Ahmadiéh/Valley Business Holdings, LLC for a license to sell spirituous liquors at
the premises described in Application # 10043054, License Class Series 10 was
considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Alireza Ahmadiéh/Valley Business Holdings LLC
is hereby recommended for _____
(approval/disapproval)

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

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

CITY/TOWN/COUNTY CLERK

DATED AT _____

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

* Disabled individuals requiring special accommodations please call the Department

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

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

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



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

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

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

DATE: May 4, 2011
TO: Gila County Health Department
FROM: Marian Sheppard, Chief Deputy Clerk of the Board *MS*
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on April 25, 2011. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date.**

Applicant: Alireza Ahmadiieh for Valley Business Holdings, LLC
No./Type: Series 10 – Beer and Wine Store License
Business Name: Strawberry Market
Location: 5111 N Arizona Highway, Strawberry, AZ 85544
Current License Owner: N/A
Location of License: Same as above

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

No pending issues.

Issues pending, as follows:

Signed: *MS*

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

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

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



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

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

GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

DATE: May 4, 2011
TO: Gila County Planning & Zoning Department
FROM: Marian Sheppard, Chief Deputy Clerk of the Board *MS*
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on April 25, 2011. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date**. Attached is a copy of the application and questionnaire(s) pertaining to the following:

Applicant: Alireza Ahmadiieh for Valley Business Holdings, LLC
No./Type: Series 10 – Beer and Wine Store License
Business Name: Strawberry Market
Location: 5111 N Arizona Highway, Strawberry, AZ 85544
Current License Owner: N/A
Location of License: Same as above

Please indicate (below) whether this application meets zoning requirements and return to me as soon as possible.

THIS ESTABLISHMENT DOES/DOES NOT MEET THE ZONING REQUIREMENTS FOR A LIQUOR LICENSE.

Signed: *Bob Gould*
Bob Gould, Planning & Zoning Manager

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

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

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



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

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

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

DATE: May 4, 2011
TO: Joe Mendoza, Community Development Division
FROM: Marian Sheppard, Chief Deputy Clerk of the Board *MS*
SUBJECT: Liquor License Application

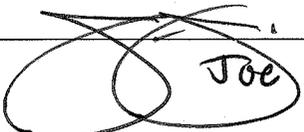
Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on April 25, 2011. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date.**

Applicant: Alireza Ahmadiieh for Valley Business Holdings, LLC
No./Type: Series 10 - Beer and Wine Store License
Business Name: Strawberry Market
Location: 5111 N Arizona Highway, Strawberry, AZ 85544
Current License Owner: N/A
Location of License: Same as above

Please indicate (below) if there are building permit issues or concerns that are related to this business and return to me as soon as possible.

No pending issues.

Issues pending, as follows: Open permit - construction proceeding -
owner cooperative - OK with approval of liquor license

Signed:  Joe Mendoza

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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



AFFIDAVIT OF POSTING

Date of Posting: 5-9-2011 Date of Posting Removal: 5/30/11

Applicant Name: Ahmadih Alireza
Last First Middle

Business Address: 5111 N Arizona Highway 87 Strawberry 85544
Street City Zip

License #: 10043065

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

GEORGE SCOTT Sgt. 928-474-2208
Print Name of City/County Official Title Telephone #

[Signature] 5-9-2011
Signature Date Signed

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

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

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

Thomas H. Melcher
Chief Deputy



James A. Eskew
Jail Commander

Office of
Sheriff of Gila County
John R. Armer

May 31, 2011
Gila County Sheriff's Office

Please direct the deputy to immediately notify Nancy Neumann at the Globe Sheriff's Office of the posting date. Nancy can be reached at (928) 402-8579.

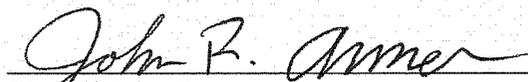
After the 20-day period has ended, I would appreciate the Notice being taken down as quickly as possible. (Note: The Notice must be taken down on the 21st day or after not the 20th day.) Upon removal of the Notice and Application, the deputy should complete the Affidavit of Posting Form and all of the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

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

Address of Posting: **5111 N. Arizona Hwy 87**
Strawberry, AZ 85544

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

SIGNED:


Sheriff John R. Armer

ARF-572
Regular BOS Meeting
Date: 06/07/2011

Regular Agenda Item Item #: 4- A

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?: No
Contract Dates N/A
Begin & End:
Grant?: No
Matching No Fund?: New
Requirement?:
Presenter's Name: Malissa Buzan

Information

Request/Subject

Donation from Carlota Copper Company in the amount of \$3,000 to Gila County Housing Department.

Background Information

Carlota Copper Company would like to donate \$3,000 to the Gila County Housing Services Program in appreciation for assisting them in helping low income seniors and disabled residents of the Globe-Miami area with servicing of their coolers.

Evaluation

The donation of \$3,000 from Carlota Copper Company will be used by the Gila County Housing Services Program to help low income seniors and disabled residents of the Globe-Miami area with servicing of their coolers.

Conclusion

By the Board of Supervisors accepting this donation of \$3,000 from Carlota Copper Company, Gila County Housing Services Program will be able to help low income seniors and disabled residents of the Globe-Miami area with servicing of their coolers.

Recommendation

The Gila County Community Action, Housing Services Program Manager recommends accepting this donation from Carlota Copper Company in the amount of \$3,000.

Suggested Motion

Information/Discussion/Action to accept a donation from Carlota Copper Company to the Gila County Community Services Division, Housing Department, in the amount of \$3,000 to assist with the low-income seniors and disabled residents cooler program. **(Malissa Buzan)**

Attachments

Link: [Carlota Donation Letter](#)



Carlota Copper Company
2624 Forest Service Rd. 287
P.O. Box 1009
Miami, Arizona 85539
T: 928-473-3518
F: 928-473-3216

www.quadrafnx.com

Via Fax (425-9468)

May 9, 2011

Gila County Housing
Attention: Melissa Buzan

Dear Melissa:

On behalf of Carlota, please accept our donation in the amount of \$3,000. We appreciate Gila County Housing for assisting us to help as many low income seniors and disabled residents of the Globe-Miami area as possible with servicing their coolers.

Sincerely,

A handwritten signature in cursive script that reads 'Kathy Binegar'.

Kathy Binegar
Sr. Human Resources Representative
Carlota Copper Company

ARF-610
Regular BOS Meeting
Date: 06/07/2011

Regular Agenda Item Item #: 4- B

Submitted For: Don McDaniel, County
Manager

Submitted By: Pamela Fisher, Board of
Supervisors-District 1

Department: Board of Supervisors-District 1

Presenter's Name: Kenny Evans

Information

Request/Subject

Drafting an Intergovernmental Agreement (IGA) with the Towns of Payson and Star Valley to form a Separate Legal Entity (IGA).

Background Information

Approximately 30 years ago financial experts created Limited Liability Companies and Limited Liability Corporations (LLC) as vehicles to facilitate business ventures. The creation of those entities have exploded over the past few years as the advantages of being able to create and conduct business while limiting liability have proven extremely beneficial. Unfortunately, through the years, municipalities and political subdivisions of the state had no such vehicle through which to conduct the public's business. Passage of legislation over the past couple of years now allows municipalities to share joint powers and to create the equivalent of an LLC through Title 11-951, 11-952 and 11-952.02. By utilizing this statutory vehicle, municipalities, counties and political subdivisions may form a Separate Legal Entity (SLE) to further common public purposes without any liability to the entities forming the SLE.

Evaluation

An Intergovernmental Agreement (IGA) to form a Separate Legal Entity (SLE) would further common public purposes.

Conclusion

The SLE could accomplish projects beneficial to all three jurisdictions that might not be attainable separately. The IGA would contain the specific items to be accomplished.

Recommendation

It is recommended that the Board of Supervisors approve staff to draft an Intergovernmental Agreement (IGA) with the Towns of Payson and Star Valley.

Suggested Motion

Information/Discussion/Action to direct the staff to enter into negotiations with the Towns of Payson and Star Valley to draft an Intergovernmental Agreement (IGA) to form a Separate Legal Entity (SLE) and return for Board consideration at a future date. **(Mayor Kenny Evans)**

Attachments

Link: [Arizona Revised Statutes 11-951, 11-952, 11-952.02](#)



Fiftieth Legislature - First Regular Session

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[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)

11-951. Definitions

For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency, Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of this state or any other state.



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11-952. [Intergovernmental agreements and contracts](#)

A. If authorized by their legislative or other governing bodies, two or more public agencies or public procurement units by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties.

B. Any such contract or agreement shall specify the following:

1. Its duration.
 2. Its purpose or purposes.
 3. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for the undertaking.
 4. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property on such partial or complete termination.
 5. If a separate legal entity is formed pursuant to subsection A, the precise organization, composition, title and nature of the entity.
 6. Any other necessary and proper matters.
- C. No agreement made pursuant to this article shall relieve any public agency of any obligation or responsibility imposed on it by law.
- D. Except as provided in subsection E, every agreement or contract involving any public agency or public procurement unit of this state made pursuant to this article, before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.
- E. A federal department or agency or public agency of another state that is a party to an agreement or contract made pursuant to this article is not required to submit the agreement or contract to the attorney for the department or agency unless required under federal law or the law of the other state.
- F. Appropriate action by ordinance or resolution or otherwise pursuant to the laws applicable to the governing bodies of the participating agencies approving or extending the duration of the agreement or contract shall be necessary before any such agreement, contract or extension may be filed or become effective.
- G. An agreement or contract may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement.
- H. Payment for services under this section shall not be made unless pursuant to a fully approved written contract.

I. A person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment.

J. Notwithstanding any other provision of law, public agencies may enter into a contract or agreement pursuant to this section with the superior court, justice courts and police courts for related services and facilities of such courts for a term not to exceed ten years, with the approval of such contract or agreement by the presiding judge of the superior court in the county in which the court or courts that provide the facilities or services are located.



Fiftieth Legislature - First Regular Session

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11-952.02. [Separate legal entities; joint exercise of powers](#)

A. If public agencies identified in subsection B of this section form a separate legal entity pursuant to section 11-952, the entity has the common powers specified in the agreement and may exercise them in a manner or according to the method provided in the agreement. Notwithstanding title 38, an officer or elected member of the governing body of a party to the agreement may also act in the capacity of a member of the governing body of the separate legal entity. In its own name and subject to the provisions of the agreement, the separate legal entity, subject to existing applicable law, may:

1. Make and enter into contracts, including contracts, leases or other transactions with one or more of the parties to the agreement forming the separate legal entity.
2. Employ agents and employees.
3. Acquire, hold or dispose of property.
4. Acquire, construct, manage, maintain and operate buildings, works, infrastructure and improvements.
5. Incur debts, liabilities and obligations.
6. Sue and be sued.

B. Cities, towns, counties and special taxing districts established pursuant to title 48, chapters 11, 12, 17, 18, 19 and 22 may form a separate legal entity pursuant to section 11-952, for the purposes of this subsection. The intergovernmental agreement must state the intent to form a separate legal entity pursuant to this subsection. The governing body of a separate legal entity formed pursuant to this subsection shall be composed of officials elected to one or more of the governing bodies of the political subdivisions that are parties to the agreement, or their designees. A separate legal entity identified pursuant to this subsection:

1. Is a political subdivision of this state having:
 - (a) The governmental and proprietary powers that are common to the contracting parties specified in the agreement, including, if applicable, the power to make voluntary contributions in lieu of taxes and those powers provided for in section 11-952 and this section.
 - (b) The rights and immunities of the parties that are granted by the constitution and statutes of this state, including immunity of its property from taxation.
2. May separately contract for an undertaking with any two or more of the parties or other public agencies or other entities. Limitations on the exercise of common powers shall be applicable only to the parties to the agreement participating in the undertaking.
3. In addition to other powers provided for in the agreement and whether or not one or more parties to the agreement do not have bonding authority for the undertaking, by a vote of its governing body, may issue revenue bonds, or incur obligations payable from the entity's revenues, to pay the costs and expenses of acquiring or constructing any structures, facilities or equipment necessary to effectuate the purposes of the agreement subject to the following conditions and requirements:
 - (a) The revenue bonds are payable solely from the revenues of the undertaking for which they were issued and are not payable from any revenues, taxes or assessments paid to, or to be levied or collected by, the entity or the political subdivisions that are parties to the agreement that forms the entity.
 - (b) The bonds and the income on the bonds are at all times free from taxation by this state or any political subdivision of this state.
 - (c) The entity may pledge to the payment of its bonds all revenues it has or will receive from the sales of goods or services of the undertaking. Any pledge made to secure the bonds is valid and binding from the time the pledge is made. The monies pledged and received by the entity to be placed in the fund established for the

purpose of securing and paying the bonds are immediately subject to the lien on or the pledge of the monies without any future physical delivery, recording of any instrument or any further act. Any lien or pledge is valid and binding against all parties who have claims of any kind in tort, contract or otherwise against the entity or the political subdivisions that formed the entity regardless of whether the claimants have notice of the pledge. The official resolution or trust indenture or any instrument by which the pledge is created when placed in the entity's official records is notice to all concerned of the creation of the pledge, and those documents need not be recorded in any other place to perfect the pledge.

(d) Subject to any registration requirements, bonds issued by the entity under this paragraph are fully negotiable within the meaning and for all purposes of the uniform commercial code regardless of whether the bonds actually constitute negotiable instruments under the uniform commercial code.

(e) The bonds do not constitute an indebtedness of the entity, the political subdivisions that formed the entity or this state within the meaning of any statutory or constitutional limitation on indebtedness.

(f) The bonds may be sold at public or private sale at, above or below par as determined by the governing body of the entity.

(g) The treasurer of any political subdivision forming the entity may act as the entity's fiscal agent or the entity may appoint any commercial bank doing business in this state to hold, deposit and invest the entity's monies according to any resolution or other document authorizing the issuance of the bonds.

(h) Title 35, chapter 3, articles 5 and 7 apply to bonds issued pursuant to this paragraph.

(i) Bonds issued pursuant to this paragraph shall be issued only after consultation with the state certification board established by section 48-101.

4. May engage in electric generation and transmission activities but may not engage in electric distribution activities.

5. Shall not be deemed a public power entity pursuant to title 30 by virtue of any undertaking or other contract.

C. For the purposes of subsection B of this section, "undertaking":

1. Means one or more of the following:

(a) Purchasing, constructing, leasing or acquiring any real or personal property, works or facilities that the political subdivisions that formed the entity are authorized by law to purchase, construct, lease or otherwise acquire.

(b) Improving, reconstructing, extending or adding to any real or personal property, works or facilities owned or operated by the entity.

(c) Any program of development involving real or personal property, works or facilities that the entity is authorized by law to purchase, construct, lease or otherwise acquire or the improvement, reconstruction, extension or addition to the program.

(d) Providing utility services, purchasing, constructing, leasing or acquiring, or the extension or addition of, works or facilities designed to serve areas or territories already being served by any of the parties to the agreement.

2. Does not include the acquisition by eminent domain of existing works or facilities of a political subdivision or public service corporation.

D. An entity formed pursuant to this section is subject to:

1. Title 40, chapter 2, article 6.2.

2. Title 48, chapter 1, article 8 with regard to any property owned by the entity.

ARF-580

Regular Agenda Item Item #: 4- C

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Linda Eastlick, Submitted By: David Rogers, Elections Department
Elections Director

Department: Elections Department

Presenter's Name: Linda Eastlick

Information

Request/Subject

Official Canvass of the May 17, 2011 Cobre Valley Sanitary/Pinal Sanitary merger election results.

Background Information

ARS 48-2001.01 (F) provides that within fourteen days after the election, the Board of Supervisors shall meet and canvass the returns, and if it is determined that a majority of the votes cast at the election in each of the affected districts is in favor of merging the sanitary districts, the board shall enter that fact on its minutes.

Evaluation

The Board of Supervisors is required by law to canvass the returns of the election. The June 7, 2010 meeting is the first meeting following the election at which the canvass can be presented to the Board of Supervisors

Conclusion

The Board of Supervisors is required by law to canvass the returns of the election.

Recommendation

The Elections Director recommends the Board review the Official Canvass and declare the results of the election official.

Suggested Motion

Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Cobre Valley Sanitary District/Pinal Sanitary District Merger Election held May 17, 2011, in Gila County, Arizona, and declare the results official. **(Linda Eastlick)**

Attachments

Link: [Election Results for Cobre Valley Sanitary-Pinal Sanitary Merger Districts](#)

CANVASS OF ELECTION RESULTS

Cobre Valley Sanitary/Pinal Sanitary Merger Election

May 17, 2011

Gila County, Arizona

Gila County Arizona
Cobre Valley Sanitary/Pinal Sanitary Merger Election
May 17, 2011

CONTENTS

- **Voter Turn-out**

- **Total Ballots**
 - Election Results
 - Detail All Races

- **Provisional Ballots**
 - Rejection Summary

VOTER TURN-OUT
Cobre Valley Sanitary District
Pinal Sanitary District

Gila County Arizona
Cobre Valley Sanitary/Pinal Sanitary Merger Election
May 17, 2011

Voter Turn-out

District	No. Reg. Voters	Total Ballots		Early Ballots		Provisional Ballots	
		Total Ballots Tabulated	% Turnout	Early Votes Ballots	Early Ballot %	Provisional Ballots	Provisional %
Cobre Valley Sanitary	665	192	28.87%	192	28.87%	0	0.00%
Pinal Sanitary	1,545	367	23.75%	360	23.30%	7	0.45%
TOTALS	2,210	559	25.29%	552	24.98%	7	0.32%

TOTAL BALLOTS
Election Results Detail All Races

Election Summary Report

Gila County

Consolidated Elections

May 17, 2011

Summary For Jurisdiction Wide, All Counters, All Races

Unofficial Results

Date:05/18/11

Time:15:28:21

Page:1 of 1

Registered Voters 2210 - Cards Cast 559 25.29%

Num. Report Precinct 2 - Num. Reporting 2 100.00%

Cobre Valley Sanitary District merger		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	192/665	28.9 %
Total Votes	192	
YES	115	59.90%
NO	77	40.10%

Pinal Sanitary District merger		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	367/1545	23.8 %
Total Votes	367	
YES	224	61.04%
NO	143	38.96%

PROVISIONAL BALLOTS

Rejection Summary

Gila County, Arizona
Cobre Valley Sanitary/Pinal Sanitary Merger Election
May 17, 2011

PROVISIONAL BALLOT REJECTION SUMMARY

District	Precinct Consolidation	Total Provisionals	Rejected	Verified for Tabulation
TOTALS	Cobre Valley Sanitary	0	0	0
TOTALS	Pinal Sanitary	7	0	7

Rejection Reasons:

0	Not Registered
0	Early Ballot/Multiple Ballots
0	Wrong Precinct/Jurisdiction
0	No Identification
0	No Signature
0	Signature Does not Match
0	Incomplete Affidavit
0	Empty Affidavit
0	TOTAL

ARF-597

Regular Agenda Item Item #: 4- D

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Linda Eastlick, Elections Director Submitted By: Linda Eastlick, Elections Department

Department: Elections Department

Presenter's Name: Linda Eastlick

Information

Request/Subject

Resolution 11-06-03 Amending Redistricting Advisory Committee Guidelines

Background Information

On March 15, 2011, the Board of Supervisors adopted Resolution No. 11-03-03 amending the Redistricting Advisory Committee Guidelines. The Board of Supervisors has the authority to create and/or amend redistricting guidelines. The Redistricting Advisory Committee has requested the Board of Supervisors amend the Guidelines once again to provide for study groups.

Evaluation

The Redistricting Advisory Committee would like to form study groups from among the Committee Members for the purpose of:

- Breaking out portions of the work to be performed by the Committee.
- Analyzing, studying, or evaluating public input including maps received from the public,
- Creating summaries of the public input.
- Reviewing evaluations and statistics developed by the redistricting consultants relative to the public input/maps received.
- Ranking public ideas in order of importance as perceived by the study group.
- Presenting all the public input, their rankings, and other ideas to the full Redistricting Advisory Committee, the redistricting consultants and Gila County staff.

Any study group established would have no authority to adopt plans nor to take any other action otherwise reserved for the Redistricting Advisory Committee.

Conclusion

It is anticipated study groups will facilitate the processing of large amounts of information since each group would focus on a different area of the work to be performed by the Committee.

Recommendation

The Elections Director recommends adopting Resolution No. 11-06-03 amending the revised Redistricting Advisory Committee Guidelines to provide an opportunity for the establishment of study groups.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-06-03 amending the Gila County Redistricting Advisory Committee Guidelines, which were established by Gila County Resolution 11-03-03, to provide for the establishment of study groups. **(Linda Eastlick)**

Attachments

Link: [Proposed Revision to Guidelines](#)

Link: [Final Version Guidelines](#)

Link: [Resolution No. 11-06-03](#)

GILA COUNTY
REDISTRICTING ADVISORY COMMITTEE GUIDELINES
Revised, June 7, 2011

In an effort to ensure a fair and unbiased redistricting, a fair and unbiased selection process of Redistricting Advisory Committee members, and a clear understanding of the role of the Committee members, the Gila County Board of Supervisors hereby adopts the following guidelines:

1. Each year following the decennial census, a Gila County Redistricting Advisory Committee (hereinafter "Committee") shall be established to provide recommendations for the redistricting of Gila County Supervisorial districts and Gila County Community College Precincts (districts).
2. Committee Selection Guidelines:
 - a) Each year following the decennial census, the Board of Supervisors, or its designee, shall establish a pool of persons who are willing to serve on and are qualified for appointment to the Committee.
 - b) Members of the public able to conform to selection guidelines and who are interested in serving on the Committee should contact their respective Gila County Supervisor to be placed on the nomination list.
 - c) Each member shall be a registered Arizona voter who has been continuously registered with the same political party, or registered as unaffiliated with a political party, for two or more years immediately preceding appointment.
 - d) Within the three years previous to appointment, members shall not have: (1) been appointed to, elected to, or a candidate for any partisan public office or community college board; (2) served as an officer of a political party; (3) served as a registered paid lobbyist; nor (4) served as an officer of a candidate's campaign committee.
 - e) Current County Employees may not serve as members of the Committee.
 - f) During tenure of the Committee and for three years thereafter, Committee members shall be ineligible for partisan public office or for registration as a paid lobbyist.
 - g) The Gila County Division of Elections shall review related applicant background information and remove any applicant who does not meet the qualifications of these guidelines.
 - h) All applicants who meet the qualifications of these guidelines according to the Gila County Division of Elections shall constitute the Gila County Redistricting Advisory Committee Applicant Pool.

- i) The Committee shall consist of twelve members. No more than five members of the Committee shall be members of the same political party and at least two members of the Committee shall not be registered with either of the two largest political parties in Arizona.

3. Appointments to the Committee shall be made as follows:

- a) The Chairman of the Board of Supervisors shall make one appointment to the Committee from the Gila County Redistricting Advisory Committee Applicant Pool followed by one appointment from the pool made in turn by each of the following: the Vice Chair of the Gila County Board of Supervisors, and the third member of the Board of Supervisors. This process is repeated until all members are appointed.
- b) Any vacancy in Committee positions remaining as of March 1 of the year following the decennial census shall be filled from the pool of nominees by action of the Board of Supervisors and shall be consistent with all provisions of paragraph 2 above.

4. Duties and Responsibilities of Committee members include, but are not limited to:

- a) Select a chair and vice chair. The Committee members shall select by majority vote one of their members to serve as chair and one of their members to serve as vice-chair. If the Committee fails to select a chair or vice chair, the Board of Supervisors shall appoint a chair or vice chair from amongst the members.
- b) Work on the Committee in an honest, independent, and impartial fashion to uphold public confidence in the integrity of the redistricting process.
- c) Work under the direction and guidance of the Gila County Election's staff and consultants.
- d) Attend planning meetings with County Election's staff and consultants.
- e) Attend presentation/hearing meetings and conduct interactive dialogue with the public for the purpose of providing information and gathering public input.
- f) Provide for reporting the outcome of public meetings. Outcome materials must be made available to the public. The official record shall be addressed to the Board of Supervisors and submitted to Election's staff for review and dissemination.
- g) Evaluate public input and redistricting proposals under the direction and guidance of Election's staff and consultants.
- h) Make formal presentations to the Board of Supervisors in conjunction with Election's staff and consultants.

- i) Attend at least 2/3 of all planning and presentation/hearing meetings.
- j) Abide by Arizona Open Meeting Law and conduct meetings open to the public with 72 or more hours public notice provided for each meeting. Abide by all other applicable Federal and State laws.
- k) Conduct business in public meetings only when a quorum is present. Nine committee members, including the chair or vice-chair, constitute a quorum. Nine or more affirmative votes are required for any official action.
- l) Present no less than two redistricting plans to the Board of Supervisors for consideration.
- m) Serve from the date of appointment by the Gila County Board of Supervisors through the preclearance of a new district boundary plan by the United States Department of Justice. Once the preclearance letter has been received, the committee shall meet to present the letter of preclearance to the Board of Supervisors. At that point, the Committee will automatically be dissolved.

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5. WHILE NOT REQUIRED TO DO SO, THE COMMITTEE MAY FORM SMALL STUDY GROUPS FROM AMONG THE COMMITTEE MEMBERS. ANY SUCH STUDY GROUPS WILL ALSO ABIDE BY THE ARIZONA OPEN MEETING LAW. SMALL STUDY GROUPS CAN BE FORMED FOR THE PURPOSE OF:

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A) BREAKING OUT PORTIONS OF THE WORK TO BE PERFORMED BY THE COMMITTEE.

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B) ANALYZING, STUDYING, OR EVALUATING PUBLIC INPUT INCLUDING MAPS RECEIVED FROM THE PUBLIC.

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C) CREATING SUMMARIES OF THE PUBLIC INPUT.

D) REVIEWING EVALUATIONS AND STATISTICS DEVELOPED BY THE REDISTRICTING CONSULTANTS RELATIVE TO THE PUBLIC INPUT/MAPS RECEIVED.

E) RANKING IDEAS IN ORDER OF IMPORTANCE, AND

F) PRESENTING THE PUBLIC INPUT, THEIR RANKING OF THE PUBLIC INPUT, AND OTHER IDEAS TO THE FULL REDISTRICTING ADVISORY COMMITTEE, THE REDISTRICTING CONSULTANTS AND GILA COUNTY STAFF.

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5-6. Resignation or Termination from Appointment:

- a) After having been served written notice, and provided with an opportunity for a response, a member of the Committee may be removed by the Board of Supervisors for failure to attend scheduled Committee planning meetings or presentation/hearing meetings, substantial neglect of duty, gross misconduct in office, or inability to discharge the duties of office.

- b) Committee members who must resign should provide two-weeks notice in a written letter addressed to the Gila County Board of Supervisors and the Director, Gila County Division of Elections.
- c) In the event a vacancy on the Committee occurs, a new name shall be presented to the Board of Supervisors for appointment by the same member of the Board of Supervisors who submitted the vacating member's nomination. The nominee shall be of the same political party or status as was the member who vacated the office at the time of his or her appointment.
- d) In the event there is a vacancy of the chair or vice chair, the appointment of a new chair or vice chair shall be made by the remaining Committee members.
- e) If the appointment of a replacement committee member or chair is not made within a reasonable time following the presentation of the nominees, the Board of Supervisors, or its designee, shall make the appointment striving for political balance and fairness.
- f) Any newly appointed Committee member shall serve out the remainder of the original member's term.

GILA COUNTY
REDISTRICTING ADVISORY COMMITTEE GUIDELINES
Revised, June 7, 2011

In an effort to ensure a fair and unbiased redistricting, a fair and unbiased selection process of Redistricting Advisory Committee members, and a clear understanding of the role of the Committee members, the Gila County Board of Supervisors hereby adopts the following guidelines:

1. Each year following the decennial census, a Gila County Redistricting Advisory Committee (hereinafter “Committee”) shall be established to provide recommendations for the redistricting of Gila County Supervisorial districts and Gila County Community College Precincts (districts).
2. Committee Selection Guidelines:
 - a) Each year following the decennial census, the Board of Supervisors, or its designee, shall establish a pool of persons who are willing to serve on and are qualified for appointment to the Committee.
 - b) Members of the public able to conform to selection guidelines and who are interested in serving on the Committee should contact their respective Gila County Supervisor to be placed on the nomination list.
 - c) Each member shall be a registered Arizona voter who has been continuously registered with the same political party, or registered as unaffiliated with a political party, for two or more years immediately preceding appointment.
 - d) Within the three years previous to appointment, members shall not have: (1) been appointed to, elected to, or a candidate for any partisan public office or community college board; (2) served as an officer of a political party; (3) served as a registered paid lobbyist; nor (4) served as an officer of a candidate’s campaign committee.
 - e) Current County Employees may not serve as members of the Committee.
 - f) During tenure of the Committee and for three years thereafter, Committee members shall be ineligible for partisan public office or for registration as a paid lobbyist.
 - g) The Gila County Division of Elections shall review related applicant background information and remove any applicant who does not meet the qualifications of these guidelines.
 - h) All applicants who meet the qualifications of these guidelines according to the Gila County Division of Elections shall constitute the Gila County Redistricting Advisory Committee Applicant Pool.

- i) The Committee shall consist of twelve members. No more than five members of the Committee shall be members of the same political party and at least two members of the Committee shall not be registered with either of the two largest political parties in Arizona.
3. Appointments to the Committee shall be made as follows:
 - a) The Chairman of the Board of Supervisors shall make one appointment to the Committee from the Gila County Redistricting Advisory Committee Applicant Pool followed by one appointment from the pool made in turn by each of the following: the Vice Chair of the Gila County Board of Supervisors, and the third member of the Board of Supervisors. This process is repeated until all members are appointed.
 - b) Any vacancy in Committee positions remaining as of March 1 of the year following the decennial census shall be filled from the pool of nominees by action of the Board of Supervisors and shall be consistent with all provisions of paragraph 2 above.
 4. Duties and Responsibilities of Committee members include, but are not limited to:
 - a) Select a chair and vice chair. The Committee members shall select by majority vote one of their members to serve as chair and one of their members to serve as vice-chair. If the Committee fails to select a chair or vice chair, the Board of Supervisors shall appoint a chair or vice chair from amongst the members.
 - b) Work on the Committee in an honest, independent, and impartial fashion to uphold public confidence in the integrity of the redistricting process.
 - c) Work under the direction and guidance of the Gila County Election's staff and consultants.
 - d) Attend planning meetings with County Election's staff and consultants.
 - e) Attend presentation/hearing meetings and conduct interactive dialogue with the public for the purpose of providing information and gathering public input.
 - f) Provide for reporting the outcome of public meetings. Outcome materials must be made available to the public. The official record shall be addressed to the Board of Supervisors and submitted to Election's staff for review and dissemination.
 - g) Evaluate public input and redistricting proposals under the direction and guidance of Election's staff and consultants.
 - h) Make formal presentations to the Board of Supervisors in conjunction with Election's staff and consultants.

- i) Attend at least 2/3 of all planning and presentation/hearing meetings.
 - j) Abide by Arizona Open Meeting Law and conduct meetings open to the public with 72 or more hours public notice provided for each meeting. Abide by all other applicable Federal and State laws.
 - k) Conduct business in public meetings only when a quorum is present. Nine committee members, including the chair or vice-chair, constitute a quorum. Nine or more affirmative votes are required for any official action.
 - l) Present no less than two redistricting plans to the Board of Supervisors for consideration.
 - m) Serve from the date of appointment by the Gila County Board of Supervisors through the preclearance of a new district boundary plan by the United States Department of Justice. Once the preclearance letter has been received, the committee shall meet to present the letter of preclearance to the Board of Supervisors. At that point, the Committee will automatically be dissolved.
5. While not required to do so, the Committee may form small study groups from among the Committee Members. Any such study groups will also abide by the Arizona Open Meeting Law. Small study groups can be formed for the purpose of:
- a) Breaking out portions of the work to be performed by the Committee,
 - b) Analyzing, studying, or evaluating public input including maps received from the public,
 - c) Creating summaries of the public input,
 - d) Reviewing evaluations and statistics developed by the redistricting consultants relative to the public input/maps received,
 - e) Ranking ideas in order of importance, and
 - f) Presenting the public input, their ranking of the public input, and other ideas to the full Redistricting Advisory Committee, the redistricting consultants and Gila County staff.
6. Resignation or Termination from Appointment:
- a) After having been served written notice, and provided with an opportunity for a response, a member of the Committee may be removed by the Board of Supervisors for failure to attend scheduled Committee planning meetings or presentation/hearing meetings, substantial neglect of duty, gross misconduct in office, or inability to discharge the duties of office.

- b) Committee members who must resign should provide two-weeks notice in a written letter addressed to the Gila County Board of Supervisors and the Director, Gila County Division of Elections.
- c) In the event a vacancy on the Committee occurs, a new name shall be presented to the Board of Supervisors for appointment by the same member of the Board of Supervisors who submitted the vacating member's nomination. The nominee shall be of the same political party or status as was the member who vacated the office at the time of his or her appointment.
- d) In the event there is a vacancy of the chair or vice chair, the appointment of a new chair or vice chair shall be made by the remaining Committee members.
- e) If the appointment of a replacement committee member or chair is not made within a reasonable time following the presentation of the nominees, the Board of Supervisors, or its designee, shall make the appointment striving for political balance and fairness.
- f) Any newly appointed Committee member shall serve out the remainder of the original member's term.

After recording, return to:
Marian Sheppard, Chief Deputy Clerk
Board of Supervisors



RESOLUTION NO. 11-06-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AMENDING THE REVISED GUIDELINES FOR THE SELECTION OF THE GILA COUNTY REDISTRICTING ADVISORY COMMITTEE WHICH WERE ESTABLISHED BY GILA COUNTY RESOLUTION NO. 11-03-03

WHEREAS, the Gila County Board of Supervisors has established a Gila County Redistricting Advisory Committee to collect public input to the redistricting process, and;

WHEREAS, the Gila County Board of Supervisors has established Redistricting Advisory Committee Guidelines, and;

WHEREAS, the Gila County Board of Supervisors is desirous that the Redistricting Advisory Committee Guidelines contain language to provide that the Committee may establish Study Groups for the review of public input as the Committee deems necessary;

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does hereby amend the revised Guidelines for the selection of the Gila County Redistricting Advisory Committee, which were established by Gila County Resolution No. 11-03-03, to contain language to provide that the Committee may establish Study Groups for the review of public input as they deem necessary.

PASSED AND ADOPTED this 7th day of June 2011.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard Chief Deputy Clerk

Michael A. Pastor, Chairman

Approved as to Form

Bryan Chambers
Chief Deputy County Attorney

ARF-588

Regular Agenda Item Item #: 4- E

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Public Sale of a portion of Christopher Creek Loop

Background Information

On January 4, 2011, during a regular meeting of the Board of Supervisors, the Board gave the approval to begin the process of disposing of an unnecessary public roadway being a portion of Christopher Creek Loop adjacent to parcel number 303-10-094A. Staff began the necessary notifications and public postings of the Boards decision.

A bid of \$500.00 was received from Gary Werlinger, managing member of Landmark at the Creek, LLC. Landmark at the Creek, LLC., owns the adjoining property, parcel number 303-10-094A.

Evaluation

Christopher Creek Loop has a 150 foot wide right-of-way in this area. Abandoning a portion of the roadway will not effect the County's ability to maintain the remaining right-of-way. The traveling public will not be impacted by an abandonment in this area. The area to be abandoned is approximately 20 feet from the edge line of the roadway. The County will benefit from the sale of the road by having the property go on the County's tax rolls.

Conclusion

The Public Works Division Deputy Director does not think an abandonment along this portion of Christopher Creek Loop will harm the County in its duty to provide access for the public using this road nor will it hamper the County's ability to maintain this road.

Recommendation

The Public Works Division Deputy Director recommends that Gila County accept the bid in the amount of \$500.00 from Landmark at the Creek, LLC., for the unnecessary portion of Christopher Creek Loop adjacent to parcel 303-10-094A.

Suggested Motion

Public Sale - Information/Discussion/Action for the public sale of an unnecessary public roadway shown as a portion of Christopher Creek Loop and consideration of a bid in the amount of \$500 to purchase this roadway, which was submitted by Gary Werlinger, managing member of Landmark at the Creek, LLC, who owns the adjoining property, parcel 303-10-094A. **(Steve Sanders)**

Attachments

Link: Werlinger Bid

Link: Public Notice

LANDMARK AT THE CREEK LLC
140 E PONY LN
GILBERT, AZ 85295-5044

WELLS FARGO BANK, N.A.
www.wellsfargo.com
91-527/1221

2086

4/25/2011

PAY TO THE ORDER OF Gila County Public Works

\$ 500.00

Five Hundred and 00/100*****

DOLLARS

Gila County Public Works
1400 East Ash Street
Globe, Arizona 85501

MEMO

Account Ref Christopher Creek Abandonment


AUTHORIZED SIGNATURE MP

[REDACTED]

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

ATTN: John Nelson, Clerk of the Gila County Board of Supervisors

RE: Parcel 303-10-094A Christopher Creek Abandonment

Dear Mr. Nelson

Landmark at the Creek, LLC the abutting owners of the above mentioned parcel would like to exercise its preference rights to purchase as follows:

A Portion of Christopher Creek Loop adjacent to lot 115, Christopher Creek Haven Plat No. Three, Gila County Plat No. 201

I have enclosed a check for \$500.00 for the consideration to purchase this abandonment.

Please feel free to contact me should you have any questions. I can be reached at (602) 697-7401.

Respectfully,



Gary L. Werlinger
Managing Member

**NOTICE OF SALE OF PUBLIC ROADWAY
PURSUANT TO A.R.S. §28-7204**

NOTICE IS HEREBY GIVEN that STEVE SANDERS, Deputy Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 7th day of June, 2011 at 10:00 AM the roadway as described in the attached EXHIBIT "A".

TAKE FURTHER NOTICE that any person may submit purchase offers, however abutting owners of the aforementioned roadway or portion of the roadway have preference rights to purchase the portion or a part of the portion for the consideration paid for the land by the city, town, county or state, whichever first acquired the land within the roadway for public use.

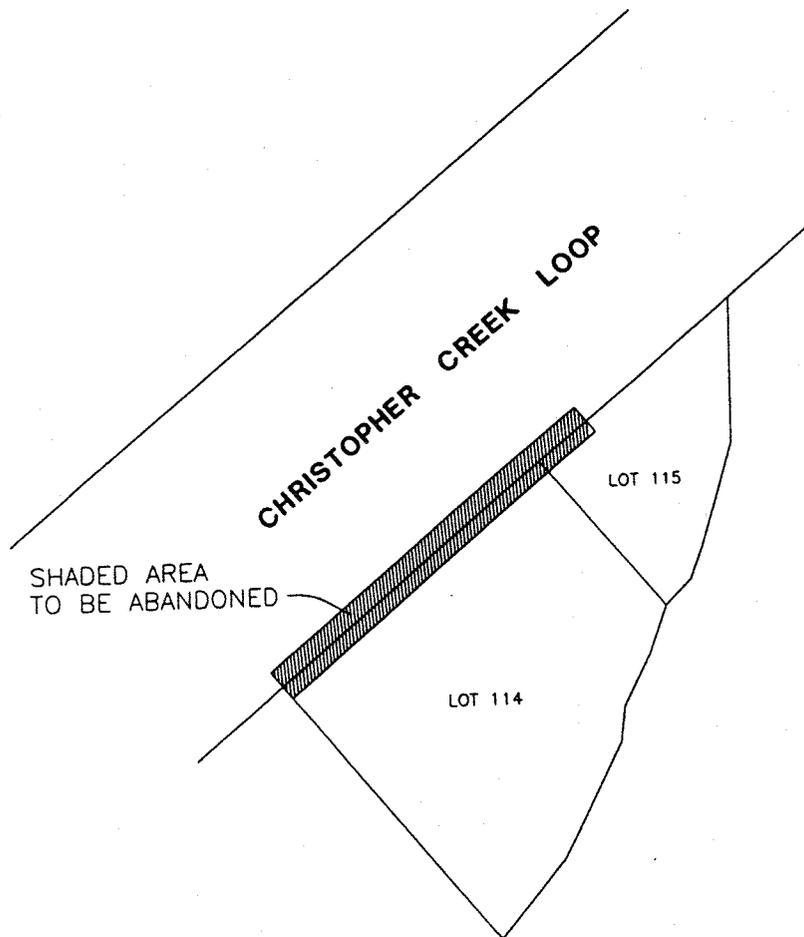
TAKE FURTHER NOTICE that the abutting owner can exercise preference rights before the proposed date of sale by written notice to JOHN NELSON , Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

DATED this 29th day of March, 2011.

By: Marilyn Dresser, Deputy Clerk
for Marian Sheppard, Chief Deputy Clerk

EXHIBIT "A"

A Portion of Christopher Creek Loop adjacent
to Lot 115, Christopher Creek Haven Plat No. Three,
Gila County Plat Map No. 201



ARF-585

Regular Agenda Item Item #: 4- F

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Public Sale of a portion of Evalinda Drive

Background Information

On October 5, 2010, during a regular meeting of the Board of Supervisors, the Board gave the approval to begin the process of disposing of an unnecessary public roadway being a portion of Evalinda Drive in the King Addition Subdivision. Staff began the necessary notifications and public postings of the Board's decision. A bid of \$100.00 was received from John Cotterill. Mr. Cotterill owns the adjacent property on both sides of the road.

Evaluation

The road has never been developed in this area and does not serve or provide access beyond Mr. Cotterill's property. Gila County does not maintain nor claim mileage for the road so there will not be a loss of revenue from selling the road.

The County will benefit from the sale of the road by having the property go on the County's tax rolls.

Conclusion

The Public Works Division Deputy Director thinks the best interest of the County would be served by disposing of this unnecessary roadway.

Recommendation

The Public Works Division Deputy Director recommends that Gila County accept the bid in the amount of \$100.00 from John D. Cotterill for the unnecessary portion of Evalinda Drive in the King Addition Subdivision.

Suggested Motion

Public Sale - Information/Discussion/Action for the public sale of an unnecessary public roadway shown as a portion of Evalinda Drive providing access to parcels 302-31-124A and 302-31-124B and consideration of a bid in the amount of \$100 to purchase this roadway, which was submitted by John D. Cotterill, the owner of both parcels abutting the roadway.

(Steve Sanders)

Attachments

Link: Cotterill Bid

Link: Public Notice

JOHN D COTTERILL
4 BARNPARK ROAD
TEIGNMOUTH TX 79148
GB

109

37-65/1119 1090
3343563726

02 APR 2011
Date

Pay to the
Order of

GILA COUNTY

\$100.00

ONE HUNDRED

Dollars



Security
Features
Details on
Back



Wells Fargo Bank, N.A.
Texas
wellsfargo.com

For

MP

April 2nd 2011

John Nelson
Clerk of the Gila County Board of Supervisors
14 E Ash Street
Globe
Arizona 85501

Sale of a portion of the public roadway known as Evalinda Drive
lying within Lot 155, East Verde Map No 144

Dear Sir,

I am the owner of Lot 155 above and would like to exercise
preference rights in the above sale. Enclosed please find a check
value \$100 as my purchase offer.

Please inform me at the above e-mail address about the progress of
the sale.

Sincerely,

John D Cotterill

**NOTICE OF SALE OF PUBLIC ROADWAY
PURSUANT TO A.R.S. §28-7204**

NOTICE IS HEREBY GIVEN that STEVE SANDERS, Deputy Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 7th day of June, 2011 at 10:00 AM the roadway as described in the attached EXHIBIT "A".

TAKE FURTHER NOTICE that any person may submit purchase offers, however abutting owners of the aforementioned roadway or portion of the roadway have preference rights to purchase the portion or a part of the portion for the consideration paid for the land by the city, town, county or state, whichever first acquired the land within the roadway for public use.

TAKE FURTHER NOTICE that the abutting owner can exercise preference rights before the proposed date of sale by written notice to JOHN NELSON , Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

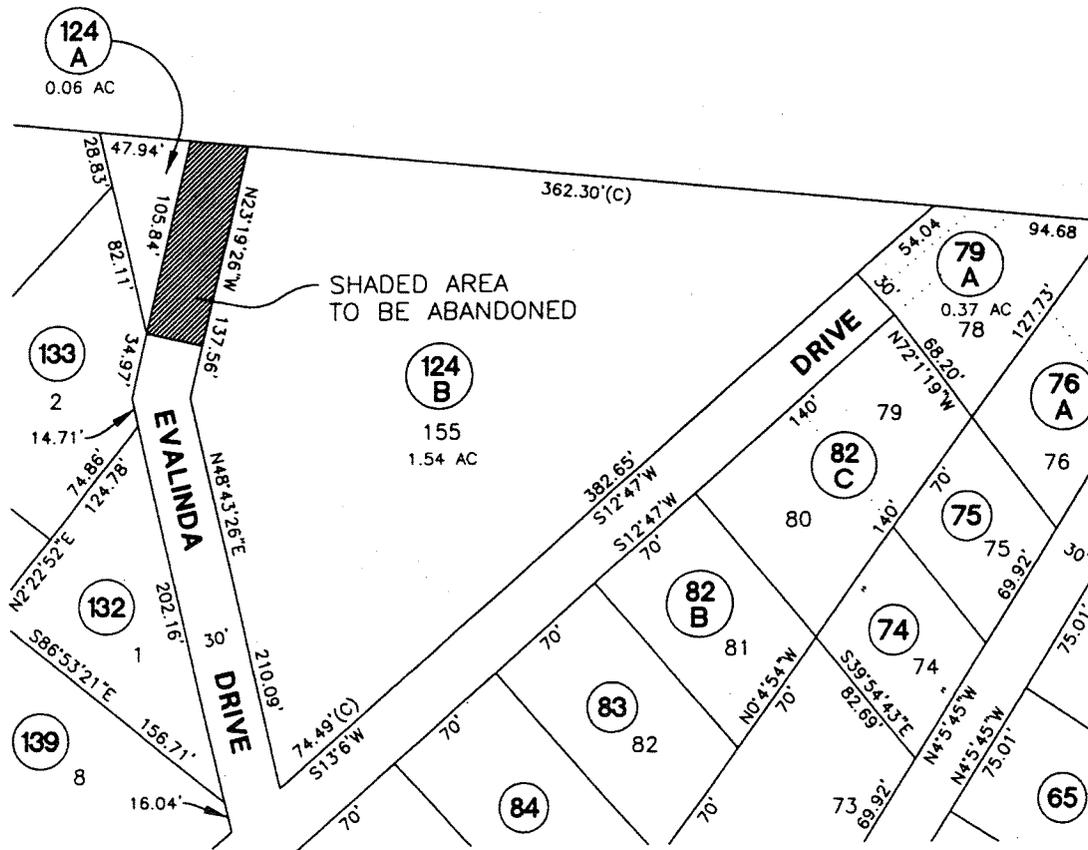
DATED this 29th day of March, 2011.

By:

Marilyn Sheppard, Deputy Clerk
for Marian Sheppard, Chief Deputy Clerk

EXHIBIT "A"

A Portion of Evalinda Drive within
a portion of Lot 155, East Verde Map No. 144,
Gila County Records, located in
Indian Allotment Survey No. 656



ARF-570

Regular Agenda Item Item #: 4- G

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Adoption of Resolution No. 11-06-01 to approve/sign ADOT IGA/JPA 11-047-I

Background Information

Congress has established the Highway Safety Improvement Program (HSIP) as a core Federal-aid highway program and it is intended to achieve significant reductions in traffic fatalities and serious injuries on public roads. The High Risk Rural Road Program (HRRRP) is a component of the HSIP and supports road safety program efforts through the implementation of construction and operational improvements on high risk rural roads. The program is administered by ADOT and provides funding to local agencies for safety projects on qualifying roads. ADOT has identified the following roads in Gila County for inclusion into the HRRRP program: Ice House Canyon Road, Kellner Canyon Road, Six Shooter Canyon Road, Forest Road 512 (Young Road), and Houston Mesa Road. Gila County has requested HRRRP funds for safety improvements on the above named roads. ADOT has awarded Gila County \$234,000 for a project that will include pavement marking upgrades on the qualifying roads. This will consist of re-striping the roadways with 6" wide edge lines and 4" wide center lines. The upgraded pavement marking material will be either thermoplastic or a two component (epoxy or MMA) depending on the elevation. If funding allows two-way yellow retroreflective raised pavement markers (RRPM) and center line position guides, they will be included.

Evaluation

In the past Gila County has used water based paint on its roadways. Water based paint has a short surface life and roads need to be re-striping on an annual basis. Thermoplastic striping lasts between 5 and 7 years with little or no maintenance. Gila County will benefit from improved safety conditions of the roads and cost savings to its striping program.

Gila County is responsible for any and all costs exceeding the initial estimate of \$234,000. This should not to be an issue since ADOT has prepared the scope of work for the project and provided the engineer's estimate. The cost estimate is based on ADOT's on-call list of firms it has pre-approved for this type of work.

Conclusion

In conclusion the Public Work Division/Engineering Department believes this project is a win-win situation for Gila County, the residents of the County and the public traveling the roads that will benefit from the pavement marking upgrades.

Recommendation

The Public Works Division Deputy Director recommends that the Board of Supervisors adopt Resolution 11-06-01 and enter into an Intergovernmental Agreement with ADOT for ADOT File No. JPA 11-047-I for pavement markings on various rural roads in Gila County

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-06-01, which authorizes the Chairman's signature on an Intergovernmental Agreement with the State of Arizona, Department of Transportation (ADOT), for ADOT File No. IGA/JPA 11-047-I for pavement marking upgrades to Ice House/Kellner Canyon Road, Six Shooter Canyon Road, Forest Road 512 (Young Road), and Houston Mesa Road.

(Steve Sanders)

Attachments

Link: Resolution No. 11-06-01

Link: IGA/JPA 11-047-I



RESOLUTION NO. 11-06-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING ITS CHAIRMAN, MICHAEL A. PASTOR, TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR ARIZONA DEPARTMENT OF TRANSPORTATION FILE NO. JPA 11-047-I FOR PAVEMENT MARKING UPGRADES ON ICE HOUSE/KELLNER CANYON ROAD, SIX SHOOTER CANYON ROAD, FOREST ROAD 512 (YOUNG ROAD), AND HOUSTON MESA ROAD, AND AUTHORIZES HIM TO TAKE ALL ACTIONS TO CARRY OUT ALL PROVISIONS OF THE AGREEMENT.

WHEREAS, the State is empowered by Arizona Revised Statutes §28-401 to enter into the above described Intergovernmental Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State; and

WHEREAS, the County is empowered by Arizona Revised Statutes §11-251 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Gila County Board of Supervisors authorizes its Chairman, Michael A. Pastor, to execute an Intergovernmental Agreement with the State of Arizona, Department of Transportation for Arizona Department of Transportation File No. JPA 11-047-I for pavement marking upgrades to Ice House/Kellner Canyon Road, Six Shooter Canyon Road, Forest Road 512 (Young Road), and Houston Mesa Road in Gila County, and authorizes him to take all actions to carry out all provisions of the agreement. and authorizes him to take all actions to carry out all provisions of the agreement.

PASSED AND ADOPTED this 7th day of June 2011, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

ADOT File No.: IGA/JPA 11-047I
AG Contract No.: P001-2011-001432
Federal Aid No.:GGI-0(209)A
Project: Gila County Pavement
Markings
Section: Various Rural Roads
ADOT Project No.: SH48601C
COG/MPO TIP Item No.: CAAG
Budget Source Item No.: HSIP
Subprogram No: 727

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

THIS AGREEMENT is entered into this date _____, 2011, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
 3. Congress has established the Highway Safety Improvement Program (HSIP) as a core Federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State and the County have identified systematic improvements within the County as eligible for this funding.
 4. The improvements proposed in this Agreement, hereinafter referred to as the 'Project,' includes pavement marking upgrades on Ice House/Kellner Canyon Road (3.8 miles), Six Shooter Canyon Road (4.7 miles), Forest Road 512 (Young Road)(4.7 miles) and Houston Mesa Road (10.3 miles) The marking upgrade will include re-stripping the roadways to 11 foot wide lanes with 6 inch wide edge lines and 4 inch wide yellow center lines, the addition of two-way yellow retroreflective raised pavement markers (RRPM) and center line position guides will also be included if funding allows. The upgraded white and yellow pavement marking materials will be either thermoplastic or a two component (epoxy or MMA) pavement marking system that is suitable for the environment and elevation. The State shall advertise, bid and award the Project.
 5. Such Project lies within the boundary of the County and has been selected by the County; the survey of the Project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.
 6. The interest of the State in this project is the acquisition and distribution of HSIP Funds for the use and benefit of the County and to authorize such HSIP Funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.
-

The current Project costs are as follows:

ADOT Project No. SH48601C

HSIP Funds @ 100%	\$234,000.00
*TOTAL Project Costs *(Includes CE and project contingencies)	\$234,000.00

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the **County** is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The **County** acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

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

II. SCOPE OF WORK

1. The State will:

a. Submit all documentation required to the FHWA containing the above-mentioned Project with the recommendation that funding be approved for design and construction. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

b. Request the maximum HSIP funds programmed for this Project, including County costs if found to be eligible by FHWA previously. Should costs exceed the maximum HSIP funds available it is understood and agreed that the County will be responsible for any overage.

c. Approve the Project, if such project funds are available from and authorized by FHWA for the Project. Be the designated authorized agent for the County.

d. With assistance from the County prepare and provide specifications and other such documents required to advertise, bid, award and construction the Project.

e. Upon notification authorization from FHWA, proceed to advertise for, receive and open bids and enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. Such Project is to be performed, completed, accepted and paid for in accordance with the requirements of the approved Project specifications and other related documents.

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

2. The County will:

a. Designate the State as authorized agent for the County, if such project is approved by the FHWA and project funds are available.

b. Assist the State in the preparation of all necessary studies and documents to achieve the required clearances.

c. Assist the State in the preparation of the specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate.

d. Be responsible for all costs in excess of the maximum amount of federal funds and for any costs ineligible for federal funds. Such costs shall be paid by the County within thirty (30) days of receipt of invoice from the State.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction.

f. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit and the specified environmental clearance that is applicable to the project. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

g. Hereby grant the State, its agents and/or contractors, without cost, the right to enter County Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish what needs to be done to develop and construct the project.

h. Be responsible for any unforeseen conditions or circumstances which increase the cost of said work. Should a change in the extent or scope of the work called for in this Agreement become necessary, be obligated to incur and will pay for said increased costs if additional HSIP funds are not available for such overages and FHWA will not approve them for such.

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

j. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

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

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

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

3. This agreement shall remain in force and effect until completion of the work and related deposits and reimbursements.

4. The cost of construction and construction engineering work under this Agreement is to be covered by the HSIP funds set aside for this Project, up to the maximum available. The County acknowledges that the eventual actual costs may exceed the maximum available amount of HSIP funds, or that certain costs may not be accepted by the federal government as eligible for HSIP funds. Therefore, the County agrees to furnish and provide the difference between actual costs and the HSIP funds received.

5. The cost of the project under this Agreement includes applicable indirect costs approved by the FHWA.

6. The County and the State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

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

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

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

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

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

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

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

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

Gila County
Attn: Steve Sanders
1400 E Ash Street
Globe, Arizona 85501
(928) 425-3231 x8530
(928) 425-8104 Fax

Gila County Finance Dept.
Attn: Joe Heatherly
1400 E Ash Street
Globe, Arizona 85501
(928) 425-3231 x8743
Vendor # 866000444 11

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

a. The County warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

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

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

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

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

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

GILA COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
MICHAEL A. PASTOR
Chairman, Board of Supervisors

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

ATTEST:

By _____
MARIAN SHEPPARD
Clerk of the Board

ATTORNEY APPROVAL FORM FOR THE COUNTY

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

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

DATED this _____ day of _____, 2011.

Bryan Chambers, Chief Deputy County Attorney

ARF-581

Regular Agenda Item Item #: 4- H

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Resolution No. 11-06-02 to accept a grant of easement from Nichols Family Trust as described in Fee No. 2011-05172, Gila County Records, Gila County, Arizona

Background Information

The existing sewer line from the Town of Miami to the treatment plant is near the Bloody Tanks wash. Accessibility for ease of maintenance is and has been a problem. There are also potential erosion problems with the line near the wash along with environmental concerns. The location of the new line in relation to the Nichols property is away from the wash and near the highway thus providing easier access for maintenance.

Evaluation

The Nichols property is in the unincorporated area of the County and therefore the County has no reservations or objections to holding the easement for the sewer line.

Conclusion

In conclusion it will benefit to the Town of Miami, residents of the area, and the Sanitary Districts that depend on the line to carry waste to the treatment facility.

Recommendation

The Public Works Division Deputy Director recommends that the Board accept the easement as described in Fee No. 2011-05172, Gila County Records, Gila County, Arizona

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-06-02 accepting a grant of easement from the Nichols Family Trust as described in Fee No. 2011-005172, Gila County Records, Gila County, Arizona. **(Steve Sanders)**

Attachments

Link: [Resolution 11-06-02](#)

Link: [Fee No. 2011-005172](#)



RESOLUTION NO. 11-06-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, OFFICIALLY ACCEPTING THAT EASEMENT DESCRIBED IN FEE NO. 2011-005172, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA.

WHEREAS, the Revocable Nichols Family Trust is the owner of record of that property described in Fee. No. 2011-005172 and,

WHEREAS, it is in the best interest of Gila County to accept a grant of easement on the property described in Fee. No. 2011-005172.

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that the easement described in Fee. No. 2011-005172, Gila County Records, be accepted by Gila County.

PASSED AND ADOPTED this 7th day of June 2011, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

EXHIBIT "A"

**Southerly 20 feet of
Lots 1 through 18, Block 24, a
Portion of abandoned Marion Street and
Lots 8 through 10, Block 23,
MIAMI MAP NO. 2, Plat Map No. 23**

**Gila County Public Works
Job No. GC2011-07**

**May 2, 2011
Page 1 of 2**

**A parcel of land being a portion of Lots 1 through 18, Block 24, a
Portion of abandoned Marion Street and a portion of Lots 8 through 10,
Block 23, as shown on MIAMI MAP NO. 2, Official Plat Map Number
23, Gila County Records, being situate in the Northwest Quarter of the
Northwest Quarter (NW 1/4 NW 1/4) of Section 29, Township 1 North,
Range 15 East, Gila and Salt River Meridian, Gila County, Arizona,
having a boundary more particularly described as follows;**

**BEGINNING at the Southwest corner of Lot 1, Block 24 of MIAMI
MAP NO. 2;**

**THENCE Northeasterly, 450 feet (record) along the Southeasterly line
of Lots 1 through 18, Block 24, to the East corner of Lot 18;**

**THENCE continuing Northeasterly, 100 feet (record) to the South
corner of Lot 8, Block 23;**

**THENCE continuing Northeasterly, 50 feet (record) along the
Southeasterly line of Lots 8 and 9, Block 23 to the East corner of Lot 9;**

Gila County Public Works
Job No. GC2011-07

May 2, 2011
Page 2 of 2

THENCE Northerly, 23.95 feet (calculated) along the Easterly line of Parcel 1 of Fee No. 2006-020501 to a line parallel with and 20 feet perpendicular to the Southeasterly lines of Lots 8 and 9, Block 23;

THENCE Southwesterly 613.17 feet (calculated) to a point on the Westerly line of Lot 1, Block 24;

THENCE Southeasterly, 20 feet (calculated), to the Southwest corner of Lot 1, Block 24 and the POINT OF BEGINNING, having an area of 0.28 acres, more or less.

ARF-578

Regular Agenda Item Item #: 4- I

Regular BOS Meeting

Date: 06/07/2011

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 June 7, 2011 to Jan. 6, 2012
Begin & End:
Grant?: No
Matching No Fund?: Renewal
Requirement?:
Presenter's Name: Steve Stratton

Information

Request/Subject

Contract award for Bid 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

Bid 031711-1 for SBS Polymer Chip Seal Oil was advertised on April 27 and May 4, 2011, and proposals were received on May 12, 2011. Award of this bid would allow a supplier to continue to provide the SBS Polymer product to Gila County for repair and maintenance of various roads within the County.

Conclusion

It is the goal of the Public Works Department to award the contract for SBS Polymer Chip Seal Oil to the lowest, most responsible and qualified bidder.

Recommendation

After extensive review of submitted proposals the Public Works Division Director recommends the Board of Supervisors approve the award of Invitation for Bids No. 031711-1 for SBS Polymer Chip Seal Oil to Wright Asphalt Products Company for a term of seven months expiring on January 6, 2012, with 2 one-year renewal options.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 031711-1 for the purchase of SBS polymer chip seal oil; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Stratton)**

Attachments

Link: Contract 031711-1 SBS Polymer Chip Seal Oil

Link: Bid Tabulation Form-Bid No. 031711-1

**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: Michael A. Panto Date: 4, 19, 11
for Don E. McDaniel Jr., County Manager

Signed: Bryan B. Chambers Date: 4, 19, 2011
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SOLICITATION NO. 031711-1**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

SOLICITATION NO. 031711-1

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.

SOLICITATION NO. 031711-1**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.

SOLICITATION NO. 031711-1**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 may 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.

SOLICITATION NO. 031711-1**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.

SOLICITATION NO. 031711-1**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.

SOLICITATION NO. 031711-1

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 the 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.

SOLICITATION NO. 031711-1**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 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.

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.

SOLICITATION NO. 031711-1**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.

SOLICITATION NO. 031711-16. 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

SOLICITATION NO. 031711-1

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.

SOLICITATION NO. 031711-1

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.

SOLICITATION NO. 031711-1

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.

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.

SOLICITATION NO. 031711-1

- 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.

SOLICITATION NO. 031711-1**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".

SOLICITATION NO. 031711-1

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.

SOLICITATION NO. 031711-1

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".

SOLICITATION NO. 031711-1**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
Tommy 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.: 20161625-K

Federal Employer Identification

No.: 20-8535030

Wright Asphalt Products Company
Offeror's (Company) Name

11931 Wickchester Ln Suite 101
Address

Houston TX 77043
City State Zip

(281) 452-9084
Phone

(281) 452-2562
Facsimile

For clarification of this offer, contact:

JOEY VINCENT
Printed Name

joeyvincent@wrightasphalt.com
Email Address

info@wrightasphalt.com
Company Email Address

[Signature]
Signature of Person Authorized to Sign Offer

JOEY VINCENT 5-12-11
Printed Name Date

ARIZONA SALES REPRESENTATIVE
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:

Wright Asphalt Products Company
11931 Wickchester Ln Suite 101, Houston, TX, 77043
(281) 452-9084

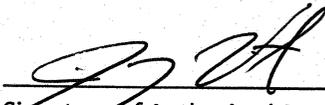
2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or 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 Contractor's 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.

Qualification & Certification continued....

5. Contractor Experience Modifier (e-mod) Rating in Arizona: N/A
(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: Roc 234829
(If Applicable)


Signature of Authorized Representative

JOEY VINCENT
Printed Name

ARIZONA SALES REPRESENTATIVE
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)	\$ <u>700.00</u>	\$ <u>32.00</u>	\$ <u>775.00</u>	\$ <u>700.00</u>
Timber Region (North of Roosevelt Lake Bridge)	\$ <u>700.00</u>	\$ <u>36.00</u>	\$ <u>775.00</u>	\$ <u>700.00</u>

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ <u>150.00</u>
Transport truck rental after two hours pumping time	\$ <u>85.00</u>
Minimum Ton for pick up FOB plant.	<u>X 25</u> .TONS
Amount each occurrence for product returned and disposed.	\$ <u>500.00</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: ARIZONA & City of: Phoenix
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

Wright Asphalt Products Company
Company Name

JOEY VINCENT
Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

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.

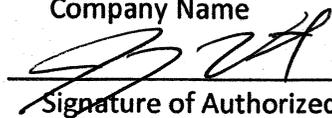
Please list a minimum of three (3) organizations for whom your company has provided services of similar size and scope within the past 12 months.

1. Company: MARICOPA County
Contact: Tony Deisole
Phone: 602-723-5601
Address: 2901 W. Durango, Phoenix, AZ, 85009

2. Company: Pinal County
Contact: JOE RAMIREZ
Phone: 520-251-2301
Address: 31 N Pinal St Bldg F, Florence, AZ, 85132

3. Company: Town of Gilbert
Contact: Demetrius Fernandez
Phone: 480-503-6419
Address: 900 E. Juniper Ave. Gilbert, AZ, 85234

Wright Asphalt Products Company
Company Name


Signature of Authorized Representative

ARIZONA SALES REPRESENTATIVE
Title

**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) Wright Asphalt Products Company LLC	
Business name, if different from above Wright Asphalt Products Company	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 11931 Wickchester Lane Suite 101	
City, state, and ZIP code Houston Texas 77043-4501	
List account number(s) here (optional)	
Requester's name and address (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
70 : 8535030

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 ▶ **5-12-11**

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 "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1

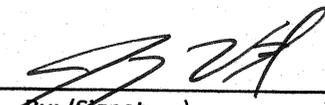
At the time of submission of bids for Invitation for Bid No. 031711-1 SBS Polymer Chip Seal Oil, my intention concerning subcontracting a portion of the work is as indicated below.

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.

Wright Asphalt Products Company
Name of Firm


By: (Signature)

ARIZONA SALES REPRESENTATIVE
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

JOEY VINCENT

Printed Name

ARIZONA SALES REPRESENTATIVE

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

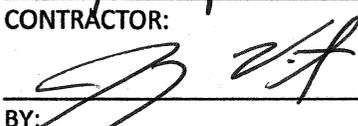
COMPLETED / EXECUTED

Offer & Contract Award (attachment A)	<u> X </u>
Qualification & Certification Form (attachment B)	<u> X </u>
Price Sheet (attachment C)	<u> X </u>
References (attachment D)	<u> X </u>
IRS W-9 Form (attachment E)	<u> X </u>
Non-Collusion Affidavit (attachment F)	<u> X </u>
Intentions Concerning Subcontractors (attachment G)	<u> X </u>
Legal Arizona Works Act Compliance (attachment H)	<u> X </u>

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

Wright Asphalt Products Company
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.

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)	\$ <u>700.00</u>	\$ <u>32.00</u>	\$ <u>775.00</u>	\$ <u>700.00</u>
Timber Region (North of Roosevelt Lake Bridge)	\$ <u>700.00</u>	\$ <u>36.00</u>	\$ <u>775.00</u>	\$ <u>700.00</u>

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ <u>150.00</u>
Transport truck rental after two hours pumping time	\$ <u>85.00</u>
Minimum Ton for pick up FOB plant.	* <u>25</u> .TONS
Amount each occurrence for product returned and disposed.	\$ <u>500.00</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: ARIZONA & City of: Phoenix
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

Wright Asphalt Products Company
 Company Name

JOEY VILCENT
 Company Representative

if payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

ARF-595

Regular Agenda Item Item #: 4- J

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Sadie Dalton, Submitted By: Valrie Bejarano, Finance Department Recorder

Department: Recorder's Office

Fiscal Year: FY 2011-2012 Budgeted?: Yes

Contract Dates 6-7-2011 to 6-6-2016

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name: Sadie Dalton

Information

Request/Subject

Commercial Sales Agreement with ADT Security Services, Inc. for security cameras at Globe Recorder's Office

Background Information

Currently there are no security cameras located in the Recorder's Office in Globe. The Sales Agreement with ADT Security Services, Inc. would provide for the installation of the needed security cameras in sensitive areas of the office.

Evaluation

Four cameras will be installed in specified sensitive areas in order to provide security for those areas as follows:

ADT will install a four camera system with DVR to monitor critical areas in the office. All four cameras will be dome ceiling mounted cameras, one to look at the ballot area and cabinets, one to look at the cashier counter and cash drawer, one to look at the conference table in the conference room, and one to look at the vault entry/exit door. Monitor for the system to be mounted on the wall in the County Recorder's Office so it can be viewed from the office desk. ADT will provide equipment training to County staff during the initial installation.

The fee for the cameras and installation will be \$3,355.92 and the annual service charge will be \$445.23.

Conclusion

Having cameras located in the County Recorder's Office will ensure the security of that office. If a question were ever to arise regarding money, ballots, recorded documents or customer/employee interaction the recorded tapes would be available for review and resolution. The cameras will also provide a more secure environment for Gila County employees as well as the public.

Recommendation

The Gila County Recorder recommends that the Board of Supervisors approve the Sales Agreement between ADT Security Services, Inc. and Gila County for security cameras in the Globe Recorder's Office.

Suggested Motion

Information/Discussion/Action to approve a Commercial Sales Agreement between Gila County and ADT Security Services, Inc. whereby ADT Security Services, Inc. will provide and install security cameras in the **Globe** Gila County Recorder's Office in the amount of \$3,355.92 with an annual service fee of \$445.23 for a five-year term from June 7, 2011, to June 6, 2016. **(Sadie Dalton)**

Attachments

Link: [Executive Summary Form](#)

Link: [ADT Sales Agreement](#)

**EXECUTIVE SUMMARY FORM
PROFESSIONAL SERVICE AGREEMENT**

Contract Name: Recorder's Security Cameras – Sales Agreement **Contract No.:** n/a

Statement of Purpose and Need (3-5 Sentences)

Sales agreement with ADT Security Services Inc. for security cameras to be installed at the Globe Recorder's Office. Cameras will provide security to both employees and the public. If questions were ever to arise regarding money, ballots, recorded documents or customer/employee interaction the recorded tapes would be available for viewing and resolution.

Contract End Date: June 6, 2016

Renewal Option: Yes
 No

Maximum Dollar Limit: \$3,355.92

Contract Information

Firm Name: ADT Security Services Inc. **Contact Person:** David Barrett

Address: 3011 S. 52nd St. **Phone No:** 480-446-2390

City: Tempe **State:** AZ **Fax:** _____ **Email:** _____

Fund: General Fund - Recorder

Type of Funds: Restricted
 Grant
 General Fund
 Other

Fund Code: 1005.120_4210.99

Special Notes:

Cameras & Installation \$3,355.92
Annual service charge \$445.23



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0890-PHOENIX, AZ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-G68LA0

ADT Always There

DATE: 5/12/2011

ADT Security Services, Inc. ("ADT")

David Barrett
3011 S 52nd St,
Tempe, AZ 85282-3209
Tele. No. (480) 446-2390

County of Gila
d/b/a: Gila County Recorders Office
("Customer")

Customer Billing Information

Attn:
Tele. No. (928) 425-3231

Customer Premises Served

1400 E Ash St,
Globe, AZ 85501
Attn: David Horn
Tele. No. (928) 425-3231

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. Charges and Fees: Customer agrees to pay the Sum of \$3,355.92 ("Installation Charge") with \$0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$445.23 per annum (the "Annual Service Charge"), payable in advance Annual plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the Installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, ninety percent (90%) of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

Presented by: [Signature]
(Signature of ADT Sales Representative)

Accepted By: [Signature]
(Signature of Customer's Authorized Representative)

Sales Agent: David Barrett
Sales Representative Registration Number (if applicable):

Michael A. Pastor
(Name Printed)

Title: Chairman, Board of Supervisors

Date Signed:

ATTEST

APPROVED AS TO FORM

Marian Sheppard, Chief Deputy Clerk of the Board

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



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0890-PHOENIX, AZ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-G68LA0

ADT Always There®

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Table with 2 columns: Service Name and Status. Services include Alarm Monitoring, Video Surveillance, Managed Access Control, Video Equipment, Quality Service Plan, and Additional Services.

C. Equipment to be Installed ("Equipment"): ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Table with 3 columns: Qty, Product Name, Location. Lists items such as Regular Labor, DVR H.264, Monitor, Cam van, CCTV AC Wall Mount, and RG59 Coax.

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: David Horn Cell: 928-200-1641

System Operation: ADT to install 4 camera system with DVR to monitor critical area in County Recorder's Office. All 4 cameras will be dome ceiling mounted cameras, 1 to look at the ballot area and cabinets, 1 to look at the cashier counter and cash drawer, 1 to look at the conference table in the conference room, and 1 to look at the vault entry/exit door. Monitor for the system to be mounted on the wall in the Recorder's office so it can be viewed from her desk.

Programming Info: ADT Installation to program cameras to DVR and DVR to customer specs.

Site Conditions: All drop ceiling through out, no obstacles

Existing Equipment: None

Customer Expectations: Customer will have 4 camera system with DVR to monitor and record activity in sensitive areas of office.

Training Expectations: ADT Installation to train customer on functions of DVR including but not limited to: recording video, playback of recorded video, camera settings, etc

General Comments:

Customer Responsibilities / ADT Exclusions: Customer to supply required 110 VAC power at DVR location, and if desired, IP address for remote viewing capabilities.

Documentation Needs:

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Contract Notes -

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."

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and ADT agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service.

1. Quality Service Plan ("QSP")/Maintenance.

(a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.

(b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.

(c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.

(d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.

(e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.

2. Testing/Inspections Service. If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. ADT SelectView Portal. Intentionally left blank - Services have not been purchased.

A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. ADT SelectSM DataSource Service. Intentionally left blank - Services have not been purchased.

A.8. ADT Select™ Vision / Select™ Vision with Auditing. Intentionally left blank - Services have not been purchased.

A.9. ADT Select™ Entry. Intentionally left blank - Services have not been purchased.

A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.

(a) ADT Select™ Link - Immediate Response Information System (IRIS)

(b) ADT Select Managed Access Control

(c) Electronic Article Surveillance ("EAS")

(d) Guard Response Service

(e) Radio Frequency Identification ("RFID")

(f) Training Services

(g) Watchman's Reporting Service

B. Warranty (90-Day).

1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.

1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.
2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.
3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.
4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.
5. Training Services. ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.
6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment.

- (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors.
- (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of ADT. Certain laws may limit or preclude the use of CCTV with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

D. Electronic Media; Personal Information.

1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.
2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees/other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorize ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by ADT under the terms and conditions of this Agreement. The Equipment and Services provided by ADT under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) professional architectural, engineering, or Design Professional services. If any other Equipment or Services are requested by or provided to Customer, then such Equipment and Services shall be provided under a separate written agreement executed by Customer and ADT which shall contain the alarm industry specific terms and conditions found on www.adt.com/standandc.

1. Indemnity. (a) ADT shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of ADT's agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g. equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold ADT, its corporate affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of ADT's agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. ADT's Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. ADT is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services ADT provides and are unrelated to any such risk of loss. ADT does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If ADT is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, ADT's liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. ADT is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination.

1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.
2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.
3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire

or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.
2. Mutual SAFETY Act Waiver. Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous.

1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.
3. FARs. ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.
4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
5. Insurance. ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.
6. ADT Brand. Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.
7. Resale. If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600; AZ ROC109396-C12; ROC109402-L67; CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814.DC 39703010; FL EF0000950,-1123-0478,EG0000047; EF20000341; -2000413; GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374, -205572, LU001160; HI 27996 IL 127-000364; MA 1533-C; MN TS00021; NV 0040091; NM 056126; NY 12000025576, Licensed by NYS Dept. of State; NC Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA; OH 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19352; OK 00067 OR 59944; RI AFC0126; 18004; TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-511,-934; TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA EC06 ADTSESI03205,11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



ADT Always There®

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0890-PHOENIX, AZ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-G68LA0

ADDITIONAL TERMS AND CONDITIONS

ADT Security Services, Inc. ("ADT")

David Barrett
3011 S 52nd St,
Tempe, AZ 85282-3209
Tele. No. (480) 446-2390

County of Gila
d/b/a: Gila County Recorders Office
("Customer")

Customer Billing Information

Attn:
Tele. No. (928) 425-3231

Customer Premises Served

1400 E Ash St,
Globe, AZ 85501
Attn: David Horn
Tele. No. (928) 425-3231

DATE: 5/12/2011

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

Terms and Conditions
Annual Service Charge – Initial Term. ADT agrees to honor the Annual Service Charge for Central Station Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.
A/C Power. Customer will supply the necessary 110VAC power as required by ADT.

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

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: [Signature]
(Signature of ADT Sales Representative)

Sales Agent: **David Barrett**
Sales Representative Registration Number (if applicable): _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

Michael A. Pastor
(Name Printed)

Title: **Chairman, Board of Supervisors**

Date Signed: _____

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-596

Regular Agenda Item Item #: 4- K

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Sadie Dalton, Submitted By: Valrie Bejarano, Finance Department
Recorder

Department: Recorder's Office

Fiscal Year: FY 2011-2012 Budgeted?: Yes

Contract Dates 6-7-2011 to 6-6-2016

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name: Sadie Dalton

Information

Request/Subject

Commercial Sales Agreement with ADT Security Services, Inc. for security cameras at Payson Recorder's Office

Background Information

Currently there are no security cameras located in the Recorder's Office in Payson. The Sales Agreement with ADT Security Services, Inc. would provide for the installation of needed security cameras in sensitive areas of the office.

Evaluation

Four cameras will be installed in specified sensitive areas in order to provide security for those areas as follows:

ADT will install a four camera system with four channel DVR to monitor critical areas in the Payson Recorder's Office. All four cameras will be dome ceiling mounted cameras, one looking at the receptionist's counter and clerk, one looking at the cash drawer and clerk, one to look at the conference table in the conference room, and one looking at the safe in the closet. DVR and monitor for the system will be located in the IT room. ADT will provide on site training to county staff during installation.

The fee for the cameras and installation will be \$3,122.53 and the annual service charge will be \$350.72.

Conclusion

Having cameras located in the County Recorder's Office will ensure the security of that office. If a question were ever to arise regarding money, ballots, recorded documents or customer/employee interaction, the recorded tapes would be available for review and resolution. The cameras will also provide a more secure environment for Gila County employees as well as the public.

Recommendation

The Gila County Recorder recommends that the Board of Supervisors approve the Sales Agreement between ADT Security Services, Inc. and Gila County for security cameras in the Payson Recorder's Office.

Suggested Motion

Information/Discussion/Action to approve a Commercial Sales Agreement between Gila County and ADT Security Services, Inc. whereby ADT Security Services, Inc. will provide and install security cameras in the **Payson** Gila County Recorder's Office in the amount of \$3,122.53 with an annual service fee of \$350.72 for a five-year term from June 7, 2011, to June 6, 2016.

(Sadie Dalton)

Attachments

Link: [Executive Summary Form](#)

Link: [ADT Security Sales Agreement](#)

**EXECUTIVE SUMMARY FORM
PROFESSIONAL SERVICE AGREEMENT**

Contract Name: Recorder's Security Cameras – Sales Agreement **Contract No.:** n/a

Statement of Purpose and Need (3-5 Sentences)

Sales agreement with ADT Security Services Inc. for security cameras to be installed at the Payson Recorder's Office. Cameras will provide security to both employees and the public. If questions were ever to arise regarding money, ballots, recorded documents or customer/employee interaction the recorded tapes would be available for viewing and resolution.

Contract End Date: June 6, 2016

Renewal Option: Yes
 No

Maximum Dollar Limit: \$3,122.53

Contract Information

Firm Name: ADT Security Services Inc. **Contact Person:** David Barrett

Address: 3011 S. 52nd St. **Phone No:** 480-446-2390

City: Tempe **State:** AZ **Fax:** _____ **Email:** _____

Fund: General Fund - Recorder

Type of Funds: Restricted
 Grant
 General Fund
 Other

Fund Code: 1005.120_4210.99

Special Notes:

Cameras & Installation \$3,122.53
Annual service charge \$350.72



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0890-PHOENIX, AZ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-GAQLYX

ADT Always There

DATE: 5/12/2011

ADT Security Services, Inc. ("ADT")

David Barrett
3011 S 52nd St,
Tempe, AZ 85282-3209
Tele. No. (480) 446-2390

Gila County Payson Recorders Office
d/b/a:
("Customer")
Customer Billing Information
201 W Frontier St,
Payson, AZ 85541
Attn:
Tele. No. (928) 425-3231

Customer Premises Serviced
201 W Frontier St,
Payson, AZ 85541
Attn: David Horn
Tele. No. (928) 425-3231

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. Charges and Fees: Customer agrees to pay the Sum of \$3,122.53 ("Installation Charge") with \$0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$350.72 per annum (the "Annual Service Charge"), payable in advance Annual plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the Installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, ninety percent (90%) of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

Presented by: [Signature]
(Signature of ADT Sales Representative)

Accepted By: [Signature]
(Signature of Customer's Authorized Representative)

Sales Agent: David Barrett
Sales Representative Registration Number (if applicable):

Michael A. Pastor
(Name Printed)

Title: Chairman, Board of Supervisors

Date Signed:

APPROVED AS TO FORM

ATTEST

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

Marian Sheppard, Chief Deputy Clerk of the Board



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ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0890-PHOENIX, AZ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-GAQLYX

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm Monitoring and Notification Services	No Services Selected
Video Surveillance Services (attach Rider Form #####)	No Services Selected
Managed Access Control Services	No Services Selected
Video Equipment	Closed Circuit Television PROVIDED
Quality Service Plan (QSP)/Maintenance; Preventative Maintenance/Inspections	Maintenance Quality Service Plan PROVIDED Inspections NOT PROVIDED
Additional Services	No Services Selected

C. Equipment to be Installed ("Equipment"): ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
14	Regular Labor	
1	DVR H.264 4-ch 120ips, 2CIF RT, 1TB, 2-USB, loop, mse, rmt	
1	Monitor, LCD, 17" 1280x1024, Plastic case, integrated stand, CCTV/PC, 300nit	
4	Cam van 540TVL TDN 2.8-12mm wht clr htr	
1	CCTV AC Wall Mount Power Supply- Eight (8) Fused Outputs, 24VAC @ 4 Amp. J258	
300	RG59 Coax Siamese plenum CMP (500 RL) CCTV	

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: David Horn Cell: 928-200-1641

System Operation: ADT to install 4 camera system with 4 channel DVR to monitor critical areas in County Payson Recorder's Office. All 4 cameras will be dome ceiling mounted cameras, 1 looking at the reception counter and clerk, 1 to look at the cash drawer and clerk, 1 to look at the conference table in the conference room, and 1 to look at the safe in the closet. DVR and Monitor for the system to be in the IT room.

Programming Info: ADT Installation to program cameras to DVR and DVR to customer specs.

Site Conditions: Hard lid ceiling with attic crawl space thru entire building.

Existing Equipment: None

Customer Expectations: Customer will have 4 camera system with DVR to monitor and record activity in sensitive areas of office.

Training Expectations: ADT Installation to train customer on functions of DVR including but not limited to: recording video, playback of recorded video, camera settings, etc.

General Comments:

Customer Responsibilities / ADT Exclusions: Customer to supply required 110 VAC power at DVR location, and if desired, IP address for remote viewing capabilities.

Documentation Needs:

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List

Contract Notes -

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."

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and ADT agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service.

1. Quality Service Plan ("QSP")/Maintenance.

(a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.

(b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.

(c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.

(d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.

(e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.

2. Testing/Inspections Service. If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement.

Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. ADT SelectView Portal. Intentionally left blank - Services have not been purchased.

A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. ADT SelectSM DataSource Service. Intentionally left blank - Services have not been purchased.

A.8. ADT Select™ Vision / Select™ Vision with Auditing. Intentionally left blank - Services have not been purchased.

A.9. ADT Select™ Entry. Intentionally left blank - Services have not been purchased.

A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.

(a) ADT Select™ Link - Immediate Response Information System (IRIS)

(b) ADT Select Managed Access Control

(c) Electronic Article Surveillance ("EAS")

(d) Guard Response Service

(e) Radio Frequency Identification ("RFID")

(f) Training Services

(g) Watchman's Reporting Service

B. Warranty (90-Day).

1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.

1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.
2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.
3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.
4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.
5. Training Services. ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.
6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremeld, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment.

- (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors.
- (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of ADT. Certain laws may limit or preclude the use of CCTV with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

D. Electronic Media; Personal Information.

1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.
2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorize ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by ADT under the terms and conditions of this Agreement. The Equipment and Services provided by ADT under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) professional architectural, engineering, or Design Professional services. If any other Equipment or Services are requested by or provided to Customer, then such Equipment and Services shall be provided under a separate written agreement executed by Customer and ADT which shall contain the alarm industry specific terms and conditions found on www.adt.com/standandc.

1. Indemnity. (a) ADT shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of ADT's agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g. equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold ADT, its corporate affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of ADT's agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. ADT's Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. ADT is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services ADT provides and are unrelated to any such risk of loss. ADT does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If ADT is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, ADT's liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. ADT is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination.

1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.
2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.
3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire

or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. Mutual SAFETY Act Waiver. Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous.

1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

3. FARs. ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.

4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

5. Insurance. ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.

6. ADT Brand. Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.

7. Resale. If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600; AZ ROC109396-C12; ROC109402-L67; CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC 39703010; FL EF0000950,-1123-0478; EG0000047; EF20000341; -2000413; GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374, -205572, LU001160; HI 27996 IL 127-000364; MA 1533-C; MN TS00021; NV 0040091; NM 056126; NY 12000025576, Licensed by NYS Dept. of State: NC Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA; OH 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19352; OK 00067 OR 59944; RI AFC0126; 18004; TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-511,-934; TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSESI03205,11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



ADT Always There™

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0890-PHOENIX, AZ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-GAQLYX

ADDITIONAL TERMS AND CONDITIONS

ADT Security Services, Inc. ("ADT")

David Barrett
3011 S 52nd St,
Tempe, AZ 85282-3209
Tele. No. (480) 446-2390

Gila County Payson Recorders Office

d/b/a:
("Customer")

Customer Billing Information

201 W Frontier St,
Payson, AZ 85541

Attn:
Tele. No. (928) 425-3231

Customer Premises Serviced

201 W Frontier St,
Payson, AZ 85541
Attn: David Horn
Tele. No. (928) 425-3231

DATE: 5/12/2011

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

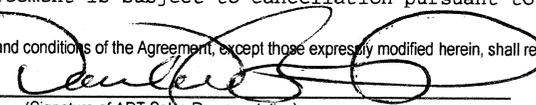
Terms and Conditions

A/C Power. Customer will supply the necessary 110VAC power as required by ADT.

Annual Service Charge - Initial Term. ADT agrees to honor the Annual Service Charge for Central Station Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

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

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: 
(Signature of ADT Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: **David Barrett**
Sales Representative Registration Number (if applicable): _____

Michael A. Pastor

(Name Printed)

Title: **Chairman, Board of Supervisors**

Date Signed: _____

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-591

Regular Agenda Item Item #: 4- L

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Matthew Bolinger, Health & Emergency Services Division Director
Submitted By: Judy Smith, Health & Emergency Services Division
Department: Health & Emergency Services Division
Division: Grants & Special Projects
Presenter's Name: Matt Bolinger

Information

Request/Subject

Grant Application to State Farm Company Foundation for "The great 9-1-1 Adventure for Kids".

Background Information

State Farm Company Foundation is committed to meeting the needs of communities by focusing on funding in three areas: Safe Neighbors, Strong Neighborhoods (community development), and Education Excellence. This application is under the Safe Neighbors category. Our primary objective is to teach children the proper use of the 9-1-1 system. We would like to apply for \$4,029.00 through this program. The \$4,029.00 will be utilized to purchase the complete Teletrainer system, including training device, Project video's, Project CD's and sundry training materials and supplies.

Evaluation

If awarded this funding it will allow staff of the Division of Health & Emergency Services to implement a 12-month pilot project to teach children how to recognize an emergency and provide the knowledge and skills to properly utilize the system to summon help and ultimately save lives.

Conclusion

Time is of the essence, when a life hangs in the balance, and training children to be proactive in serious situations can save precious minutes in an emergency. It is important that the Division of Health & Emergency Services be authorized to submit this application electronically, in the amount of \$4,029.00, to allow division staff the funding for one year for equipment and materials to implement this pilot project for a period of 7/1/11 to 7/1/12.

Recommendation

The Gila County Division of Health & Emergency Services recommends Board approval to submit this grant application to State Farm Company Foundation in the amount of \$4,029.00. No matching funds are required.

Suggested Motion

Information/Discussion/Action authorizing the Gila County Health and Emergency Services Division to electronically submit the "Great 9-1-1 Adventure for Kids" grant application to State Farm Company Foundation in the amount of \$4,029 for the period July 1, 2011, through July 1, 2012. **(Matthew Bolinger)**

Attachments

Link: [911 Grant Application](#)



GILA COUNTY DIVISION of HEALTH and EMERGENCY SERVICES

5515 South Apache Ave, Suite 400, Globe, AZ 85501
PHONE: (928) 425-3231 ext.8803 FAX: (928) 425-3996
"Improving the Quality of Life for all Residents"

June__ 2011

Dear State Farm Foundation Representative;

The purpose of this application is to invite your partnership in the Gila County Division of Health & Emergency Service's initiative in implementing the "The Great 9-1-1 Adventure for Kids" Project in our Globe/Miami area school districts.

Globe is the county seat for Gila County, and Globe/Miami areas are small rural areas with diverse ethnicity and low income populations within Gila County. The Gila County Division of Health & Emergency Services is a Department under the Gila County umbrella, and our mission statement is "dedicated to the service of the community and safety during peace time or disaster", and we feel that teaching our children the proper use of the 9-1-1 system is the ultimate responsibility of us all, and by doing so, we can save lives.

It is our hope that this application results in a favorable outcome, so that we can implement this vitally important project and expand and enhance it in the future. With this project, it is expected that we will reach initially 300-400 second grade students in the two school districts, (Globe/Miami) and eventually expand to the Northern area of the County in the Payson area school districts.

By funding this pilot project the State Farm Foundation will be a partner in our endeavor and share in the positive outcome we expect and will strive to perpetuate.

Please feel free to contact me at jsmith@co.gila.az.us or (928-402-8665) if you have questions or require further information.

Sincerely,

Judy J. Smith, Grants Spec.
Gila County
Division of Health & Emergency Services

statefarm.com
**State Farm® Safe Neighbors Grant Application
for educational institution or government entity**

IMPORTANT

Print or Save these instructions before beginning your application.

- 1. By setting up your account, you are now able to save your progress and return to this application at a later time.**
- 2. Please make note of the password you used to set up your account.**
- 3. Copy and paste (or type) the following web address to your Account Login page into your browser and bookmark it as a Favorite: https://www.grantrequest.com/SID_1043/?SA=AM**
- 4. Visit your Account Login webpage at any time for easy access to your in-progress application.**

Organization Information

Organization Name

Gila County Division of Health & Emergency Services

Tax ID

Please provide 9-digit number in this format: 12-3456789.

86-6000444

Street Address

5515 South Apache Ave. Ste.400

City

Globe

County

Gila

State or Province

AZ

Postal Code

Please provide the full 9-digit zip code or full Canadian postal code.

85501

Main Phone Number

928-402-8665

Main Fax Number

928-425-7714

General Email Address

jsmith@co.gila.az.us

Website

gilacounty.gov

What is the mission of your organization?

A Division of Gila County dedicated to the service of community and government safety during peace time or disaster, whether natural or man-made. This is accomplished through the management and coordination of varied resources including county departments, local government and private agencies.

What year was your organization founded?

1954

What is your organization's total annual operating budget?

\$340,000

Please provide a brief description of your organization's history, as well as major accomplishments and organizational changes in the last 12 months.

Gila County Emergency Management is tasked by the Board of Supervisors to support Emergency Operations and has been doing so since 1954. Within the last 12 months, Emergency Management has partnered with Gila County Health Services to expand and enhance current services.

What volunteer opportunities are available to the public?

i.e., volunteer events, board positions, etc. Enter N/A if not applicable.

The Teen Maze is an annual event that utilizes volunteers in an activity that addresses the problem of teen pregnancy. It is an educational event with hands on education with real life scenarios presented to the students. The CARE (Children's Assistance & Resource Event) also utilizes community volunteers at every Fair. Both of these events require a large number of volunteer personnel, which makes these events extremely successful. The Community Emergency Response Team is also a team where volunteers are recruited when an emergency develops. The opportunity to volunteer is always available and appreciated.

Are there any persons associated with State Farm who currently volunteer for your organization? If so, how many?

Unknown, as our Division is so huge, and there are so many programs under the Gila County umbrella.

Please list any community leaders / legislative and government officials involved with your organization.

The Division Director, Dr. Matt Bolinger, and Deputy Director, Debra Williams as well as the Gila County Board of Supervisors: Chairman, Michael Pastor, Supervisor, Shirley Dawson, Supervisor, Tommie Martin are involved with this Division.

Contact Information

Organization: Primary Contact

i.e., Executive Director, President

Prefix

Dr.

First Name

Matthew

Middle Name

Last Name

Bolinger

Suffix

<None>

Title

Director, Division of Health & Emergency Services

Office Street Address

5515 South Apache Ave. Ste.#400

Office City

Globe

Office State

AZ

Office Postal Code

Please provide the full 9-digit zip code or full Canadian postal code.

85501

Office Phone

928-402-8767

Extension

8767

Office Fax

928-425-7714

Email Address

mbolinger@co.gila.az.us

Funding Request: Primary Contact

Prefix

Ms

First Name

Judy

Middle Name

Janell

Last Name

Smith

Suffix

<None>

Title

Grants & Special Projects Specialist

Office Street Address

5515 South Apache Ave. Ste. # 400

Office City

Globe

Office State

AZ

Office Postal Code

Please provide the full 9-digit zip code or full Canadian postal code.

85501

Office Phone

928-402-8665

Extension

8665

Office Fax

928-425-7714

Email Address

jsmith@co.gila.az.us

Proposal Information

Proposal General Information

Inviter

Unsolicited

Request Date

Program / Project Title

The 9-1-1 Adventure for kids

Program / Project Start Date

07/01/2011

Program / Project End Date

07/01/2012

What amount of funding are you requesting from State Farm?

\$4,029.00

Please show a breakdown of how a State Farm donation would be used.

The donation will be used to purchase the Tele-Trainer system which is designed to help enable children to be proactive in serious situations. To purchase novelty items such as training completion certificates, "what to say" magnets for children to refer to when calling 9-1-1, two "9-1-1 Great Adventure" videos and a 9-1-1 Rap music CD, staff/travel (gasoline) expenses, and additional misc. project specific novelty items. (Itemized list is specified below)

What is the total or overall funding required for this program / project?

Please itemize this amount, showing a breakdown of total expenses for this program / project.

The total amount of funding requested is: \$4029.00 (see below the itemized costs)

2 complete Tele-Trainer Systems @ \$929.00 ea.=\$1858.00
"What To Say" magnets (Pkt. of 25) 10 pkts @ \$11.00=\$110.00
9-1-1 Great Adventure Video 2 @ \$10.00=\$20.00
9-1-1 Rap CD, 2 @ \$6.00=\$12.00
9-1-1 Buttons (Pkt. of 50) 4 Pkt. @ \$27.00=\$108.00
"How To Call 9-1-1" wallet cards (Pkt. of 25) 12 Pkt.@\$8.00=\$96.00
9-1-1 For Emergencies Only Stickers (Pkt. of 25) @ \$6.00=\$72.00
"Certificates of Completion" (Pkt. of 25) 12 @ \$10.00=\$120.00
"9-1-1 Coloring Books" (Pkt. of 25) 12 Pkts.@28.00=\$336.00

Software to produce power point 1 @ \$197.00
Printing cost for brochures/posters, misc. supplies, gasoline \$ 300.00 (for the entire 12 months)
Administration & Management of Project \$800.00 (for the entire 12 months)

If other benefactors will finance this program / project, please list them by organization name and amount committed.

State Farm prefers to support programs with a diverse funding base.

We have no other benefactors at this time however, depending on the success of the 12 month project, we would like to expand to school districts in the Northern area of the county and increase the frequency of presentations of the program, at which time we would request funding from other benefactors to continue the project on a larger scale.

Proposal Detail

Provide a summary of the program / project for which you are requesting funding.

The purpose of this project is to teach children to call 9-1-1 when they need immediate help from police, fire, or emergency medical personnel. We want to educate 2nd grade students in the proper use of the 9-1-1 system by demonstrating the process utilizing the Tele-Training system, which is a teaching aid designed for school children.

What is the program / project's purpose and objectives?

The project purpose is to introduce students to the 9-1-1 system, stress the importance of recognizing an emergency, knowing how and when to call 9-1-1, knowing their address and phone number, how to interact with 9-1-1 personnel, and how to summon help. We also want to let the children know that 9-1-1 is not a toy. Time is of the essence when a life hangs in the balance we want our children to be proactive in a serious situation. Teaching our children the proper use of the 9-1-1 system and providing valuable information that they can apply to everyday life is an essential responsibility of us all. Educating our children in the proper use of the system will also enhance the effectiveness of the system.

How long has this program / project been in existence?

This would be a pilot Project for the Globe/Miami area school districts.

If this is an established program / project, how has it demonstrated success?

N/A

Is it your practice to provide donors with recognition for contributions? If yes, please describe.

While receipt of recognition will not be considered for the purposes of grant selection, it is important to note that unauthorized use of the State Farm trademark is prohibited. Any use of our trademark must comply with our branding and trademark guidelines and be expressly authorized in writing in advance of the use.

Donors will be recognized at our bi-weekly Board of Supervisors Public meetings, where a State Farm Representative would be invited to attend and be introduced by the Project Manager and recognized by the County Board of Supervisors and the general public.

Proposal Attributes

How many participants will benefit from this program / project?

Approximately 300-400 second grade students

How many participants will benefit directly from the State Farm support?

400

Please indicate the main focus of your funding request.

Safe Neighbors: Home Safety Grants (Community: Safety and Social Services)

What geographic area will benefit most from this program / project?

1. To narrow the listing displayed in the "Select One" box; enter your state and then click on the search button (magnifying glass).
2. If your state provides a listing of counties, please scroll the list available in the "Select One" box and select your appropriate county.
3. If the area served by this grant is National in Scope or McLean County, IL., enter one of these phrases and click on the search button (magnifying glass) to narrow the listing in the "Select One" box.

Arizona (Great Western-Sunland)

Does this program / project qualify under the Community Reinvestment Act?

Check the box if yes; do not check the box if no.

To qualify for Community Reinvestment Act (CRA) grants, the program / project needs to address one of the following areas listed below. This information is used by State Farm Bank® for CRA purposes. Your response will not be a decisive factor for receiving funds.

- **Affordable housing for low to moderate income individuals**
- **Community services (such as financial education or credit counseling) for low to moderate income individuals**
- **Activities that promote economic development (such as small business counseling or job creation)**
- **Activities that revitalize or stabilize geographies (such as neighborhood rebuilding, safety or improvement)**

Completion of the following section is voluntary. Information provided will not be considered for the purposes of grant selection. If you prefer not to respond, please choose "No Response" from the drop down boxes..

Which best describes the ethnicity served by this program / project?

Not Specific

Which best describes the gender served by this program / project?

All

Which best describes the age group served by this program / project?

5-12 yrs. Children

Which best describes the population served by this program / project?

All Populations

Program Measurement Information

Please provide information regarding the expected participant outcomes.

e.g., attitude or behavior changes

The expected participant outcome will be that we will have better educated and informed students who will have knowledge in the proper use of the 9-1-1 system, and the skills to utilize the system in the case of an emergency which can ultimately save lives.

What is your plan to measure the program / project results? Please provide details.

The project result will be measured by tracking the number of students who complete the training successfully and receive their certification and by providing a follow-up drill to ensure skill and knowledge retention.

How do you plan to encourage and track media coverage of the event?

N/A

How do you plan to encourage and track community and business participation in the program?

N/A

How do you plan to encourage and track legislative and government officials' participation in the program?

N/A

Information/Discussion/Action to approve the First Amendment to Professional Services Contract No. 042109-PSC with Bose Public Affairs Group to remain in full force and effect as originally approved except for Article II - Term which will allow the contract to continue in full force and effect until June 30, 2013. **(Don McDaniel)**

Attachments

Link: [First Amendment to Contract NO. 042109-PSC](#)

Link: [Professional Service Contract No. 042109-PSC](#)

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

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

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



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

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

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

FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES CONTRACT NO. 042109-PSC
FEDERAL RELATIONS SERVICES

THIS AMENDMENT, made and entered into this 7th day of June, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

THIS AMENDMENT, shall apply to and supersede **ARTICLE II – TERM** as follows:
ARTICLE II – TERM: This Contract shall be effective May 12, 2009 when it was signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect until June 30, 2013.

THIS AMENDMENT, shall **NOT** apply to any other provision of this contract and all other provisions of this contract shall remain in full force and effect as originally approved.

GILA COUNTY:

BOSE PUBLIC AFFAIRS GROUP:

Gila County Board of Supervisors

BOSE

Chairman



BPAG Signature

ATTEST:

APPROVED AS TO FORM:

Chief Deputy Clerk

Chief Deputy County Attorney

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

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

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



Steven L. Besich, County Manager
Clerk of the Board
Phone (928) 425-3231 Ext.8761

Richard Gaona, Finance Director
Phone (928) 425-3231 Ext. 8743

GILA COUNTY

www.gilacountyaz.gov

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

PROFESSIONAL SERVICES CONTRACT NO. 042109-PSC

FEDERAL RELATIONS SERVICES

THIS AGREEMENT, made and entered into this 12th day of May, **2009**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

WITNESSETH: That **BPAG**, 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 County wishes to retain BPAG to perform certain federal relations in order to support the County's programs and projects. BPAG will work with the County's elected officials and staff to develop and execute the County's federal program to meet the needs of the citizens of the County.

1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.

2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:
 - a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and

 - b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

ARTICLE II – TERM: This Contract shall be effective the date it is signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect until June 30, 2011.

ARTICLE III – EXPENSES: BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG’s representation of the County, such as, but not limited to, shipping charges, mileage chares, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

ARTICLE IV – INDEMNIFICATION CLAUSE: BPAG shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) 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 BPAG 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 BPA Group 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in

current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VI – A.R.S. §35-397: Pursuant to A.R.S. §35-397 BPAG certifies that it does not have scrutinized business operations in Iran or Sudan.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. If 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. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

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

ARTICLE VIII – PAYMENT: The Scope of Services as outlined above will be performed on a not to exceed without written authorization amount of \$ 6,500.00 per month. Additional work,

as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and BPAG.

Compensation shall follow guidelines for A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

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

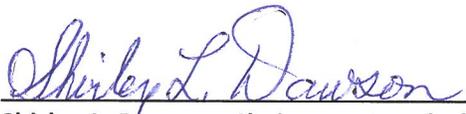
In return for the performance of the Contract by **BPAG**, the **County** agrees to pay the amount of not more than the monthly amount of \$ 6,500.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**PROFESSIONAL SERVICES CONTRACT NO. 042109-PSC
FEDERAL REALTION SERVICES**

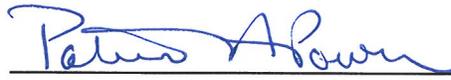
GILA COUNTY:

BOSE PUBLIC AFFAIRS GROUP:

GILA COUNTY BOARD OF SUPERVISORS



Shirley L. Dawson, Chairman, Board of Supervisors

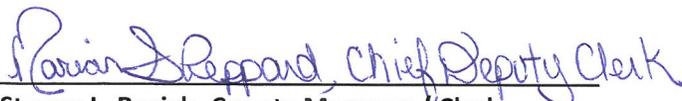


Signature of BPAG



Print Name

ATTEST


for Steven L. Besich, County Manager / Clerk

APPROVED AS TO FORM:



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

Regular BOS Meeting**Date: 06/07/2011**

Submitted For: Jacque Griffin, Asst. County Manager/Librarian
Submitted By: Jacque Griffin, Asst County Manager/Library District
Department: Asst County Manager/Library District
Presenter's Name: Jacque Griffin

InformationRequest/Subject

Eastern Arizona RAC Project Proposals within Gila County for FY 2011

Background Information

The Apache-Sitgreaves National Forest personnel have released the list of project proposals that will be discussed and recommended to be awarded by the Eastern Arizona RAC (Resource Advisory Council) at their meeting on June 8 and 9, 2011, in Springerville, AZ. There are 16 project proposals that fall within the geographic boundaries of Gila County, as well as two additional multi-county project proposals that are partially within Gila County, for a total of 18 proposals to be reviewed. The Board of Supervisors have been asked to review and officially identify its priorities within these project proposals.

Evaluation

This year, there are a total of eighteen (18) projects that have been proposed that would take place in, or affect Gila County. Two proposals are multi-county proposals. Sixteen of the proposals are for FY2010 monies, and two are for FY 2011 funding. Total funding available for FY2010 projects is \$423,000 and requests total \$1,265,631. For FY2011, there is approximately \$380,000 available, and requests total \$579,000.

Two of these projects are the grant requests that Gila County Public Works submitted; FY2010 funds for Double Chip Seal on Forest Road 423 in Tonto Basin requesting \$420,498 and FY2011 funds for Double Chip Seal on Forest Road 55, Russell Road to Kellner Canyon requesting \$444,7800. At the time the grant proposals were submitted, that amount was the estimated amount for available funding.

The Eastern Arizona RAC will have the final decision regarding which proposals they will support for funding, however, the process includes asking the local Board of Supervisors to provide its priorities with regard to these projects.

Conclusion

The Secure Rural Schools Act authorizes the use of Resource Advisory Committee (RACs) as a mechanism for local community collaboration with federal land managers in recommending Title II projects on federal lands or that will benefit resources on federal lands. The federal land - Apache-Sitgreaves National Forest personnel have further requested that the local Board of Supervisors review the full list of proposed projects within its county and provide its priorities with regard to the proposed projects.

The two Double Chip Seal Project Proposals submitted by Gila County and identified as "Gila-20 Double Chip Seal Forest Road 423 (Cline Boulevard)" for FY 2010 funding cycle and "Gila-27 Double Chip Seal Forest Road 55" for FY 2011 funding cycle have been discussed and prioritized in past workshops and meetings with the Board of Supervisors. These projects meet the criteria for these grant funds.

Recommendation

The Management Team recommends that the Board identify the two Double Chip Seal Project Proposals submitted by Gila County titled "Gila-20 Double Chip Seal Forest Road 423 (Cline Boulevard)" for FY 2010 funding cycle and "Gila-27 Double Chip Seal Forest Road 55" for FY 2011 funding cycle, as the top priorities for Gila County.

Suggested Motion

Information/Discussion/Action to review proposed Eastern Arizona Resource Advisory Committee -RAC grant project proposals within Gila County and select as the top two priorities the "Gila-20 Double Chip Seal Forest Road 423 (Cline Boulevard)" for FY 2010 funding cycle, and "Gila-27 Double Chip Seal Forest Road 55" for FY 2011 funding cycle. **(Jacque Griffin)**

Attachments

Link: [Eastern Arizona RAC Proposals 2011](#)

Gila County Project Proposals (FY2010-2011 funds-June 8-9 2011 meeting)

Proposal Number	Title and Brief Description of Project Proposal	RAC Funding Requested	RAC Funding Recommended
Gila-12	<p>Pitless Cattle Guards and Installation on the Globe Ranger District.</p> <p>Proposed by Forest Service. Proposal is for the Forest Service to purchase and install 30 pit-less cattle guards that are safer than traditional guards, easier to install, and do not require significant ground disturbances rendering them more eco-friendly. These will be placed in various locations over the half million acres on the Globe Ranger District prioritized by greatest beneficial use to the most visitors. Project locations will be identified by following considerations: 1) Roadways where gates are currently an obstruction of ingress and egress, which is a safety issue, 2) Cattle guards that are strategically placed in areas where the most visitors encounter gates that are closed would greatly reduce unwanted effort to open and close gates, therefore creating a more enjoyable user-friendly experience. 3) Recent theft of traditional cattle guard grates in Gila County has raised a concern about having an open vault left in the roadway, possibly creating a substantial hazard for any vehicle to unsuspectingly drive into, potentially causing severe harm or death. There are newer and safer designs of cattle guards that do not require a pit, which would be the logical choice for the safety of our visitors. On roadways that are designated County Roads or other roads where cooperating with Gila County Road Department, cattleguards are likely to require certain, certifiable load ratings. There are pitless models now available that are engineered to meet this criterion nationally.</p>	<p>\$135,135</p> <p>Request for FY 2010 funds</p>	

Gila County Project Proposals (FY2010-2011 funds-June 8-9 2011 meeting)

<p>Gila-13</p>	<p>Payson and Tonto Basin Ranger District cattleguard installation. Proposed by the Forest Service. Proposal is for the Forest Service to remove eight gates from public roads on livestock grazing allotments and replace them with cattleguards. Tonto National Forest road engineers and Tonto Basin Range District range personnel propose to remove seven wire ("Texas") gates and one metal gate from forest roads and replace them with above-ground cattleguards. Currently, eight remote locations identified in this proposal are experiencing conflict between recreational users and livestock producers as wire gates are left open and cattle wander from authorized grazing units into unauthorized grazing units or move from an authorized grazing allotment to an unauthorized grazing allotment. Recreational users traveling by OHV or passenger vehicle frequently leave gates open between allotments or pastures within allotments and often provide feedback to the district regarding the difficulty or inconvenience of opening a wire gate. When cattle are using pastures containing these open gates, they are able to move from their authorized unit onto the neighboring unit, compromising forage availability and causing permittees to travel to remote units more frequently than necessary just to check gates.</p>	<p style="text-align: center;">\$30,450</p> <p style="text-align: center;">Request for FY 2010 funds</p>	
<p>Gila-14</p>	<p>Chiricahua leopard frog propagation, introduction and monitoring in Tonto National Forest. Proposed by the Forest Service. Proposal is for the Tonto NF, Phoenix Zoo, Arizona Game & Fish Dept, and US Fish & Wildlife Service to conduct actions that would contribute toward the recovery and delisting of the Chiricahua leopard frog (CLF). This project can be into 3 distinct parts: 1) propagation, 2) introduction & augmentation, 3) and monitoring.</p>	<p style="text-align: center;">\$65,100</p> <p style="text-align: center;">Request for FR 2010 funds</p>	

Gila County Project Proposals (FY2010-2011 funds-June 8-9 2011 meeting)

<p>Gila-15</p>	<p>Milkweeds and Butterflies. Proposed by Forest Service. Proposal is to plant and irrigate over 300 native milkweed plants to provide habitat for monarch butterflies, utilizing substantial support from volunteer organizations. The annual migration cycle of the monarch butterfly has been described as the most spectacular migration in the insect world. It has also been deemed an “endangered natural phenomenon” by the World Wildlife Fund. This species and its migration are dependent upon conservation of habitats in all three North American countries—Canada, the United States, and Mexico. As a result of declining populations of monarchs, the North American Monarch Conservation Plan was created to preserve and conserve the monarch butterfly migration through North America. Monarch larvae feed exclusively on milkweed to acquire the necessary chemicals to become distasteful to birds and other predators. Without milkweed, monarchs cannot survive because milkweed is their only host plant. Using RAC funds, the Forest Service proposes to partner with an organization to create about 3 acres of monarch habitat by planting over 300 native milkweed plants. Forest Service and our partner will have over \$58,000 of contributing funds, which is over 50% of the total cost of the project.</p>	<p style="text-align: center;">\$53,865</p> <p style="text-align: center;">Request for FY 2010 funds</p>	
<p>Gila-16</p>	<p>Houston Mesa Restoration. Proposed by Forest Service. This proposal is to utilize thinning and prescribed fire to reduce hazardous fuels, restore ecosystem function, improve hydrological stability and health, and increase habitat and forage quality for charismatic-mega fauna at the landscape scale. This project will also reduce the risk of high intensity wildfire and potential damage to adjacent and surrounding communities, and <u>Increase available areas for public fuel wood collection.</u></p>	<p style="text-align: center;">\$71,285</p> <p style="text-align: center;">Request for FY 2010 funds</p>	

Gila County Project Proposals (FY2010-2011 funds-June 8-9 2011 meeting)

<p>Gila-17</p>	<p>Mogollon Stream Restoration Implementation, Christopher Creek. Proposed by Arizona Game & Fish Dept. This proposal is to enhance the fishery by improving habitat quality and angler experience within and among streams located on the Mogollon Rim. The objective of this project is to provide trout habitat and stream morphology improvement designs in two reaches of Christopher Creek on the Tonto National Forest that are utilized by Arizona Game and Fish Department for a stocked trout fishery.</p>	<p>\$90,123 Request for FY 2010 funds</p>	
<p>Gila-18</p>	<p>Mogollon Stream Restoration Implementation, Canyon Creek Phase I. Proposed by Arizona Game & Fish Dept. This project proposal is to improve the aquatic habitats along the project reach of Canyon Creek to benefit native and recreational non-native fish species, and improve native riparian plant communities and associated wildlife habitats. The Arizona Game and Fish Dept manages the stream as a recreational trout fishery for rainbow trout brown trout. The stream and riparian areas have suffered from grazing pressure, wildfire and flooding events which have degraded fish habitat in the stream. AGFD has assessed the current morphological and habitat conditions of the stream, and has developed an enhancement plan and design which prioritizes areas with the greatest enhancement potential. This proposed project will install a variety of habitat improvement structures using logs rootwads, and boulders. The proposed enhancements are to improve geomorphic stability of the stream as well as improve riparian habitat and stream habitat conditions for trout and native fish.</p>	<p>\$73,694 Request for FY 2010 funds</p>	

Gila County Project Proposals (FY2010-2011 funds-June 8-9 2011 meeting)

Gila-19	<p>Mogollon Stream Restoration Implementation, Haigler Creek. Proposed by Arizona Game & Fish Dept. This proposal is to improve trout habitat and stream morphology in heavily utilized reaches of Haigler Creek. Arizona Game and Fish Dept operates the stream as a 'put and take' rainbow trout fishery that receives high angler use. The department desires to improve habitat quality and angler experience in these areas. This project will provide specific enhancement treatments that allow more hiding cover for stocked trout and provide more angling opportunities for the public. Enhancement activities are focused on increasing the density of fish holding habitat in areas of the stream in close proximity to the campgrounds where use is highest.</p>	<p>\$75,858</p> <p>Request for FY 2010 funds</p>	
Gila-20	<p>Double Chip Seal Forest Road 423 (Cline Blvd). Proposed by Gila County. Proposal is to double chip seal 7.8 miles of Forest Road 423 (Cline Blvd) from the intersection of Forest Road 71 to the intersection of Forest Road 60A to provide an all weather surface, increase the level of safety, reduce dust and improve the road "rideability". This will result in reduced emergency response time and reduce road maintenance costs.</p>	<p>\$420,498</p> <p>Request for FY 2010 funds</p>	
Gila-21	<p>Bald Eagle Nestwatch. . Proposed by Forest Service. Proposal is to enhance the breeding bald eagle population in the Tonto National Forests, by hiring 2 crews as part of the Arizona Bald Eagle Nestwatch Program, a multiagency effort. The Bald Eagle Nestwatch Program was developed in 1978 to monitor breeding bald eagles in areas with high recreational pressure. Crews with the Bald Eagle Nestwatch Program will: 1) identify and reduce potential threats to breeding bald eagles, 2) contact and educate the public within the immediate breeding area, and 3) collect bald eagle data critical to making informed land management decisions without jeopardizing breeding success.</p>	<p>\$38,640</p> <p>Request for FY 2010 funds</p>	
Gila-22	<p>Gila County Noxious Weed Control. Proposed by Forest Service. Proposal is for the Tonto National Forest, and the Town of Star Valley will control strategically important infestations of 7 key invasive weeds (yellow & Malta starthistle, buffelgrass, fountain grass, and diffuse knapweed, Canada thistle and bull thistle) with herbicides and manual removal. This will protect land values in the community of Star Valley and protect resource values on the Tonto National Forest.</p>	<p>\$58,275</p> <p>Request for FY 2010 funds</p>	

Gila County Project Proposals (FY2010-2011 funds-June 8-9 2011 meeting)

<p>Gila-23</p>	<p>Trail Maintenance on East Mountain Trail and the Toll Road Trail Loop. Proposed by Forest Service. Proposal is to perform extensive trail maintenance on the East Mountain Trail and the Toll Road Trail Loop in the Pinal Mountains. Maintenance on this 6 mile loop will include significant and substantial brushing, water / erosion control, and tread work. We plan to hire 1 Coconino Rural Environment Corps (CREC) crew to accomplish this work. The 8 person CREC crew will consist of 1 crew leader, 1 assistant crew leader, and 6 crew members. The 8 person crew will work a total of 640 hours per “hitch”, 80 hours per crew member. The CREC crew will cost \$11,000 per “hitch” and should accomplish all of this needed maintenance on the East Mountain Trail, Toll Road Trail Loop. USFS Globe RD will provide all project planning and filed support for this work.</p>	<p>\$12,600</p> <p>Request for FY 2010 funds</p>	
<p>Gila-24</p>	<p>Ecologically Friendly Spring Boxes and Pipeline Collection Boxes. Proposed by Forest Service. This proposal is to improve water quality and spring/stream habitat at springs and streams used by wildlife and livestock. We have received many requests to develop springs (or improve existing developments) and pipe water from stream channels for use by wildlife and livestock. At some sources, we are concerned about diverting the water and impacting groundwater dependant ecosystems. A new Forest Service website has become available which displays options for water developments that minimize negative ecological effects. We are looking for a source to build and supply eco friendly spring boxes and pipeline collection boxes and would like to test them on several sites on the Forest. The spring boxes work by sending water back to the channel before diverting water to the drinker, thus ensuring water for the ecosystem as well as the water user. The pipeline collection boxes provide water to a pipeline within the channel while allowing the remaining stream flow to stay in the channel. The boxes would be installed by permittees and inspected and monitored by Forest personnel.</p>	<p>\$6,300</p> <p>Request for FY 2010 funds</p>	

Gila County Project Proposals (FY2010-2011 funds-June 8-9 2011 meeting)

Gila-25	<p>Mogollon Rim Watershed Protection: Gathering and analyzing monitoring data from past wildfires and fuel reductions procedures.</p> <p>Proposed by Northern Arizona University. Proposal is to gather and analyze field monitoring data that protects stream health from catastrophic fire. Monitoring information will be collected by Gila Community College and interested students will be hired through NAU Biology department to carry on sampling, processing and reporting duties. Students will create posters and electronic media programs for local forest managers to use. This project will provide forest managers and the general public with current information on the interaction between wildfire and stream health. This provides the foundation for riparian habitat and stream protection protocols from wildfire, and help us better understand the long-term impact of wildfire on stream ecology.</p>	<p>\$58,435</p> <p>Request for FY 2010 funds</p>	
Gila-26	<p>Pitless Cattle Guards and Installation on the Globe Ranger District.</p> <p>Proposed by Forest Service. Proposal is for the Forest Service to purchase and install 30 pit-less cattle guards that are safer than traditional guards, easier to install, and do not require significant ground disturbances rendering them more eco-friendly. These will be placed in various locations over the half million acres on the Globe Ranger District prioritized by greatest beneficial use to the most visitors. Project locations will be identified by following considerations: 1) Roadways where gates are currently an obstruction of ingress and egress, which is a safety issue, 2) Cattle guards that are strategically placed in areas where the most visitors encounter gates that are closed would greatly reduce unwanted effort to open and close gates, therefore creating a more enjoyable user-friendly experience. 3) Recent theft of traditional cattle guard grates in Gila County has raised a concern about having an open vault left in the roadway, possibly creating a substantial hazard for any vehicle to unsuspectingly drive into, potentially causing severe harm or death. There are newer and safer designs of cattle guards that do not require a pit, which would be the logical choice for the safety of our visitors. On roadways that are designated County Roads or other roads where cooperating with Gila County Road Department, cattleguards are likely to require certain, certifiable load ratings. There are pitless models now available that are engineered to meet this criterion nationally.</p>	<p>\$135,135</p> <p>Request for FY 2011 funds</p>	

Gila County Project Proposals (FY2010-2011 funds-June 8-9 2011 meeting)

Gila-27	<p>Double Chip Seal Forest Road 55. Proposed by Gila County. Proposal is to double chip seal 3.6 miles of Forest Road 55 from the intersection of Russell Road to the intersection of Kellner Canyon Road to provide an all weather surface, increase the level of safety, reduce dust and improve the road "rideability". This will result in reduced emergency response time and reduce road maintenance costs. This project will provide a much needed alternate evacuation route for residents when the washes in Ice House Canyon become impassable during times of flooding.</p>	<p>\$444,780</p> <p>Request for FY 2011 funds</p>	
Multi-County Proposals			
Multi-County-11	<p>Northern Arizona Wood Products Association (NAWPA) – Transitioning to 4FRI. Project proposed by Silas Page. Proposal is for NAWPA to continue operating as an organization that supports forest restoration and wood utilization working diligently to help businesses transition from the White Mountain Stewardship Contract to the Four Forest Restoration Initiative. This includes monthly NAWPA board meetings and greater representation at local, state, and regional meetings such as the Natural Resources Working Group and White Mountain Stewardship Multi-Party Monitoring Board, the Governor’s Forest Health Council and the 4-Forest Restoration Initiative, and Western Governors Association. Continue services to members including grant writing and administration, travel assistance, safety training, and marketing assistance. Support and participate in the National Small Woods 2012 workshop that is being held in Flagstaff in May 2012. Continue development of the Forest Restoration Partnership, a collaborative group that has come together to work with forest concessioners to develop a marketing campaign for securing donations to continue forest restoration through the White Mountain Stewardship Contract.</p>	<p>\$74,918 total;</p> <p>\$24,973 each for Apache, Gila and Navajo Counties</p> <p>Request for FY 2010 funds</p>	

Gila County Project Proposals (FY2010-2011 funds-June 8-9 2011 meeting)

Multi-County-13	<p>Clean Forest Project. Proposed by Clean Forest Project.org. Proposal is to clean up illegal dumpsites and remove abandoned vehicles from Tonto National Forest lands in Gila County, and from Safford Ranger District lands in Graham County. This proposal utilizes Clean Forest Project staff, hired local people, and volunteers.</p>	<p>\$63,000 total;</p> <p>\$12,600 from Graham County, and \$50,400 from Gila County</p> <p>Request for FY 2010 Funds</p>	
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Gila County Project Proposals (FY2010-2011 funds-June 8-9 2011 meeting)

FY 2010 Funds

Total of Requested FY 2010 RAC Funds for Projects in Gila County.....\$1,265,631

Total Available FY 2010 RAC Funds for Projects in Gila County.....\$423,000

Total FY 2010 RAC Funds Recommended for projects in Gila County.....\$ TBD

FY 2010 RAC funds recommended for projects that are primarily dedicated---\$* TBD

- to road maintenance, decommissioning or obliteration; or
- to restoration of streams and watersheds

*Projects that qualify: TBD

FY 2011 Funds

Total of Requested FY 2011 RAC Funds for Projects in Gila County.....\$579,915

Total Available FY 2011 RAC Funds for Projects in Gila County.....\$380,700

Total FY 2011 RAC Funds Recommended for projects in Gila County.....\$ TBD

FY 2011 RAC funds recommended for projects that are primarily dedicated---\$* TBD

- to road maintenance, decommissioning or obliteration; or
- to restoration of streams and watersheds

*Projects that qualify: TBD

ARF-511
Regular BOS Meeting
Date: 06/07/2011

Consent Agenda Item Item #: 5- A

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 1/1/ 2011-12-31-2011
Begin & End:
Grant?: Yes
Matching No Fund?: Renewal
Requirement?:
Presenter's Name:

Information

Request/Subject

Amendment No. 6 to Contract No. 700518523 with Arizona Public Service

Background Information

Funding from this contract will enable Gila County Community Action Program to provide the following services to eligible residents of Gila County: repairs, reconditioning, replacement or restoration of deficiencies in a customer's qualified home in order to make such homes energy efficient (Weatherization Services). Eligibility requirements are as follows: the individual resides in a qualified home, the qualified home is served by Arizona Public Service, and the individual has a maximum gross household income of 150% of the Federal Poverty Guideline as defined by Arizona Department of Economic Security, as adjusted by DES on a yearly basis every July 1st.

Amendment No. 6 will allocate funding in the amount of \$106,429 to provide above mentioned services.

Contract No. 700518523 was signed on Feb 28, 2008 by Chairman Jose M. Sanchez.
Amendment No. 1 was signed by Chairman Shirley Dawson on Feb. 17, 2009.
Amendment No. 2 was signed by Chairman Jose M. Sanchez on November 20, 2007.
Amendment No. 3 was signed by Chairman Jose M. Sanchez on November 20, 2007
Amendment No. 4 was signed by Shirley L. Dawson on January 5, 2010.
Amendment No. 5 was signed by Chairman Michael A. Pastor on June 8, 2010.

Evaluation

Amendment No. 6 to Contract No. 700518523 between Arizona Public Service and Gila County Division of Community Services, Community Action Program, provides funding in the amount of \$106,429.00 to provide weatherization services to eligible citizens residing in Gila County.

Conclusion

By approving Amendment No. 6, Gila County Community Action Program will continue to provide weatherization services to eligible citizens of Gila County.

Recommendation

The Gila County Community Action/Housing Manager recommends that the Board of Supervisors approve this contract amendment.

Suggested Motion

Approval of Amendment No. 6 to Agreement No. 700518523 (Energy Wise Low Income Weatherization Program) between Arizona Public Service and Gila County Division of Community Services, Community Action Program, whereby Arizona Public Service will provide funding in an amount not to exceed \$106,429 to provide repairs, reconditioning, replacement or restoration of deficiencies in a customer's qualified home in order to make such homes energy efficient (Weatherization Services), to eligible citizens residing in Gila County for the period January 1, 2011, through December 31, 2011.

Attachments

Link: [Amendment No. 6 to Contract No. 700518523 APS](#)
Link: [Amendment No. 5 to Contract 700518523 APS](#)
Link: [Amendment No. 4 to Contract No. 700518523 APS](#)
Link: [Amendment No. 3 to Contract No. 700518523 APS](#)

Link: [Amendment No. 2 to Contract 700518523 APS](#)

Link: [Amendment No. 1 to Contract No. 700518523 APS](#)

Link: [Original Contract No. 700518523 APS](#)

**AMENDMENT NO. 6
TO
Agreement for Energy Wise Low Income Weatherization Program Implementation
between the Gila County Division of Health and Community Services
and Arizona Public Service Company**

THIS AMENDMENT NO. 6 is entered into effective as of the 1st day of January, 2011, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5th Street, Phoenix, Arizona 85004 (“APS”) and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 (“Counterparty”). (“APS” and “Counterparty” are referred to herein individually as “Party” and collectively as the “Parties”).

WHEREAS, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the “Original Contract”); and,

WHEREAS, the Parties desire to make mutually agreed upon changes;

NOW THEREFORE, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section 1 of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2011.
3. Allocation. The Allocation established under Section 3.A (Compensation/Taxes) of the Original Contract shall “not exceed \$106,429.00” for the calendar year 2011.
4. Final Invoice. A final invoice for calendar year 2011 shall be submitted to the third party coordinator and APS by December 15, 2011. For work performed after that date and to December 31, 2011, a final invoice setting forth expenses must be emailed to the APS program coordinator and the third party coordinator no later than January 4, 2012. Reimbursement for late invoices for work performed in 2011 will be considered for reimbursement on a case-by-case basis and will be subject to funds availability.
5. Remaining Terms Unchanged. Except as modified in this Amendment No. 6, all other terms and conditions of the Original Contract shall remain unchanged.

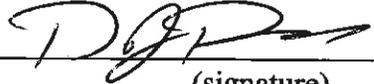
IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 006, effective as of the date first above written:

6. See attachment "A" Attached and made a part of.

**GILA COUNTY DIVISION OF
COMMUNITY SERVICES**

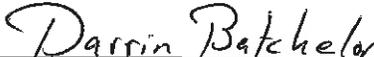
ARIZONA PUBLIC SERVICE COMPANY

(signature)



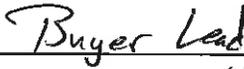
(signature)

Michael A. Pastor



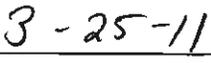
Darrin Batchelor

Chairman, Gila County Board of Supervisors



(title)

(date)



(date)

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy Gila County Attorney

Date

ATTACHMENT "A"

(Arizona Public Service)

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.

AMENDMENT NO. 5
TO
Agreement for Energy Wise Low Income Weatherization Program Implementation
between the Gila County Division of Health and Community Services
and Arizona Public Service Company

THIS AMENDMENT NO. 5 is entered into effective as of the 31st day of March, 2010, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5th Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

WHEREAS, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

WHEREAS, the Parties desire to make mutually agreed upon changes;

NOW THEREFORE, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Allocation. The Allocation amount set forth in Section 3.A. shall be changed to "not to exceed \$85,131 of which \$25,131 is to be used solely for weatherization expenditures and associated program delivery costs and is exempt from the provisions in Section 3.B."
3. Remaining Terms Unchanged. Except as modified in this Amendment No. 005, all other terms and conditions of the Original Contract shall remain unchanged.

COPY

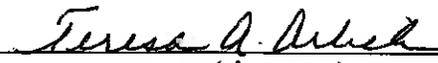
IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 005, effective as of the date first above written:

**GILA COUNTY DIVISION OF HEALTH
AND COMMUNITY SERVICES**

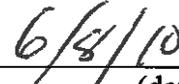
ARIZONA PUBLIC SERVICE COMPANY

(signature)


Michael A. Pastor


(signature)

Teresa Orlick

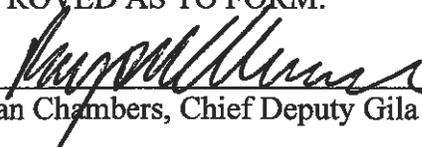
Chairman, Gila County Board of Supervisors


(date)

Director, Customer Information & Programs

(date)

APPROVED AS TO FORM:


Bryan Chambers, Chief Deputy Gila County Attorney


Date

AMENDMENT NO. 4
TO
Agreement for Energy Wise Low Income Weatherization Program Implementation
between the Gila County Division of Health and Community Services
and Arizona Public Service Company

THIS AMENDMENT NO. 4 is entered into effective as of the 1st day of January, 2010, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5th Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

WHEREAS, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

WHEREAS, the Parties desire to extend the term of the Original Contract and make other mutually agreed upon changes;

NOW THEREFORE, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section I of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2010.
3. Allocation. The Allocation amount set forth in Section 3.A. shall remain "not to exceed \$60,000".
4. Final Invoice. A final invoice for the Term shall be submitted to the third party coordinator and APS by December 15, 2010. For work performed after that date and to the end of the term, the Agency must email an estimate of expenses to the APS program coordinator and the third party coordinator no later than January 4, 2011. Reimbursement for late invoices for work performed in 2010 will be considered for reimbursement on a case by case basis.
5. Remaining Terms Unchanged. Except as modified in this Amendment No. 004, all other terms and conditions of the Original Contract shall remain unchanged.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 004, effective as of the date first above written:

**GILA COUNTY DIVISION OF HEALTH
AND COMMUNITY SERVICES**

ARIZONA PUBLIC SERVICE COMPANY

Shirley L. Dawson
(signature)

Teresa A. Orlick
(signature)

Shirley L. Dawson

Teresa Orlick

Chairman, Gila County Board of Supervisors

Director, Customer Information & Programs

1/5/10
(date)

12-04-2009
(date)

APPROVED AS TO FORM:

Bryan Chambers
Bryan Chambers, Chief Deputy Gila County Attorney

12 22 9
Date



Gila County, AZ
Linda Haught Ortega, Recorder
12/06/2007
12:49PM
Doc Code: AM

Doc Id: 2007-019864
Receipt #: 61154
Rec Fee: 0.00

BOARD OF SUPERVISORS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(11/20/07 # *BE*)



Gila County, AZ

AM

2007-019864

Page: 1 of 3
12/06/2007 12:49P
0.00



CAPTION HEADING:

Amendment No. 3 to Purchase Order #700287483
Between
Gila County
and
Arizona Public Service
(Original Purchase Order recorded on 08/08/06 Doc. Id. 2006-013483)

DO NOT REMOVE

This is part of the official document



No signature needed for this Change Request. # Changed only Amendment 3

ARIZONA PUBLIC SERVICE CO
ARIZONA PUBLIC SERVICE COMPANY
PO BOX 53999, PHOENIX, AZ, 85072-3950

CHANGE NOTICE

No. 700287483
Rev: 08

TO: GILA COUNTY COMMUNITY ACTION A
PO BOX 1254
GLOBE, AZ 85502-1254

Original

Change Date 10/19/2007
Page: 1

ITEM: 01

The following changes to Item 01 have been made:

	OLD	NEW
UNIT PRICE	329,066.00	348,206.00
ITEM TOTAL VALUE	329,066.00	348,206.00
PO TOTAL VALUE	329,066.00	348,206.00

BILL TO:

Invoice & packing list must refer to PO#, Item# and Part# to facilitate payment.

Pinnacle West Capital Corporation
ATTN: DISBURSEMENT ACCOUNTING
Disbursement Accting, MS 9540
PO Box 53940
PHOENIX, AZ 85072-3940

PAY TERMS: N/D. Pay within 30 days
PO Total Value: \$348,206.00 US Dollars

Refer all inquires to: Sibia Manzanarez 602-371-5111, FAX #: 602-371-6112, M/S 3850
PO BOX 53999, PHOENIX, AZ, 85072-3950

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

	Company	Supplier
Signature:	<u>Teresa A Orlick</u>	
Printed Name:	<u>Teresa A Orlick</u>	
Title:	<u>Director - Customer Info Programs</u>	
Date:	<u>10/22/07</u>	

When signed by the Company, Supplier shall sign and return one (1) copy signifying acknowledgment and acceptance by Supplier. If supplier does not sign, at Company's option, performance shall be deemed acceptance.



Gila County, AZ

AM



Amendment No. 3 to the Energy Wise Weatherization Program Agreement (weatherization portion) for the July 1, 2006 to December 31, 2007 term acknowledged and agreed to:

Teresa A. Orlick
Signature

Jose M. Sanchez
Signature

Teresa A. Orlick
Printed Name

Jose Sanchez
Printed Name

Director, Customer Information & Prog.
Title

Chairman, Gila County Board of Supervisors
Title

10/25/07
Date

11-20-07
Date

Approved as to form:

Bryan B. Chambers
Bryan B. Chambers
Chief Deputy County Attorney





Gila County, AZ
Linda Haught Ortega, Recorder
12/06/2007
12:49PM
Doc Code: AM

Doc Id: 2007-019865
Receipt #: 61164
Rec Fee: 0.00

BOARD OF SUPERVISORS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(11/20/07 #18D)



Gila County, AZ

AM

2007-019865

Page: 1 of 3

12/06/2007 12:49P
0.00



CAPTION HEADING:

Amendment No. 2 to Purchase Order #700287483
Between
Gila County
and
Arizona Public Service
(Original Purchase Order recorded on 08/08/06 Doc. Id. 2006-013483)

DO NOT REMOVE

This is part of the official document

No signatures needed
for this change order

Amendment 2



ARIZONA PUBLIC SERVICE CO
ARIZONA PUBLIC SERVICE COMPANY
PO BOX 53999, PHOENIX AZ, 85072-3950

CHANGE NOTICE

No. 700287483
Rev: 07

TO: GILA COUNTY COMMUNITY ACTION A
PO BOX 1254
GLOBE, AZ 85502-1254

Original

Change Date 10/15/2007
Page: 1

ITEM: 01

The following changes to Item 01 have been made:

	OLD	NEW
UNIT PRICE	270,566.00	329,066.00
ITEM TOTAL VALUE	270,566.00	329,066.00
PO TOTAL VALUE	270,566.00	329,066.00

BILL TO:

Invoice & packing list must refer to PO#, Item# and Part# to facilitate payment.

Pinnacle West Capital Corporation
ATTN: DISBURSEMENT ACCOUNTING
Disbursement Accting, MS 9540
PO Box 53940
PHOENIX, AZ 85072-3940

PAY TERMS: N/D. Pay within 30 days
PO Total Value: \$329,066.00 US Dollars

Refer all inquires to: Sibia Manzanarez 602-371-5111, FAX #: 602-371-6112, M/S 3850
PO BOX 53999, PHOENIX AZ, 85072-3950

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

	Company	Supplier
Signature:	<u>Teresa A. Orlick</u>	_____
Printed Name:	<u>Teresa A. Orlick</u>	_____
Title:	<u>Director - Customer Info & Programs</u>	_____
Date:	<u>10/22/07</u>	_____

When signed by the Company, Supplier shall sign and return one (1) copy signifying acknowledgment and acceptance by Supplier. If supplier does not sign, at Company's option, performance shall be deemed acceptance.



2007-019865

Page: 2 of 3
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0.00



Gila County, AZ

AM

Amendment No. 2 to the Energy Wise Weatherization Program Agreement for the July 1, 2006 to December 31, 2007 term acknowledged and agreed to:

Teresa A Orlick
Signature

Jose Sanchez
Signature

Teresa A. Orlick
Printed Name

Jose Sanchez
Printed Name

Director, Customer Information & Prog.
Title

Chairman, Gila County Board of Supervisors
Title

10/25/07
Date

11-20-07
Date

Approved as to form:

Bryan B. Chambers
Bryan B. Chambers
Chief Deputy County Attorney





AMENDMENT NO. 1

TO

**Agreement for Energy Wise Low Income Weatherization Program Implementation
between the Gila County Division of Health and Community Services
and Arizona Public Service Company**

THIS AMENDMENT NO. 1 is entered into effective as of the 1st day of January, 2009, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5th Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

WHEREAS, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

WHEREAS, the Parties desire to extend the term of the Original Contract and make other mutually agreed upon changes;

NOW THEREFORE, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section 1 of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2009.
3. Gross Household Income. Section 2.A.1.c is deleted in its entirety, and the following provision is inserted in lieu thereof:

the individual maximum gross household income of 150% of the federal guideline as defined by the Arizona Department of Economic Security ("DES"); which will remain in effect until the Arizona Corporation Commission ("ACC") amends Decision No. 68647 to incorporate the Federal Low Income Home Energy Assistance Program ("LIHEAP") maximum gross household income guideline or another maximum gross household income guideline, at which time, the individual maximum gross household income guideline will be adjusted to match the guideline specified by the ACC.
4. Allocation. The Allocation amount set forth in Section 3.A. shall be changed to "not to exceed \$60,000".
5. Bill Assistance Allocation. The Bill Assistance Allocation amount set forth in Section 3.C. shall be changed to "not to exceed \$15,707".
6. Final Invoice. A final invoice for the Term shall be submitted by December 1, 2009.
7. Remaining Terms Unchanged. Except as modified in this Amendment No. 001, all other terms and conditions of the Original Contract shall remain unchanged.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 001, effective as of the date first above written:

GILA COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES

ARIZONA PUBLIC SERVICE COMPANY

(signature)

(signature)

Shirley L. Dawson
Shirley L. Dawson

Teresa A. Orlick
Teresa Orlick

Chairman, Gila County Board of Supervisors

Director, Customer Information & Programs

2/17/09
(date)

1/29/09
(date)

APPROVED AS TO FORM:

Bryan Chambers
Bryan Chambers, Chief Deputy Gila County Attorney

2/5/9
Date



Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

This Agreement for Energy Wise Low Income Weatherization Program Implementation (the "Agreement") is entered into as of this 1st day of January, 2008 (the "Effective Date") by and between the Gila County Community Action Agency (the "Contractor") and Arizona Public Service Company, an Arizona corporation ("APS") (Contractor and APS are individually referred to herein as "Party" and collectively referred to herein as "Parties").

RECITALS

Whereas, on April 12, 2006, the Arizona Corporation Commission ("ACC") approved the APS Energy Wise Low Income Weatherization Program ("Program") in Decision No. 68647;

Whereas, the Contractor and APS desire to implement a comprehensive approach to affordable energy, including weatherization activities, crisis bill assistance, and energy education for APS customers;

Whereas, APS and the Contractor desire to have the Contractor coordinate and implement the Program in conjunction with existing activities for the Federal Weatherization Assistance Program ("WAP"), the Low Income Home Energy Assistance Program ("LIHEAP"), and other programs as appropriate;

Now, therefore, for and in consideration of the recitals set forth above, the respective agreements of the Parties herein set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. TERM/TERMINATION.

This Agreement is effective on the Effective Date and terminates on December 31, 2008 (the "Term"). Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

2. SCOPE OF SERVICES. Contractor will provide the following services (collectively, the "Services");

A. Contractor will provide repairs, reconditioning, replacement or restoration of deficiencies in a Customer's Qualified Home in order to make such homes energy efficient (collectively, the "Weatherization Services").

1. For purposes of this Agreement, an individual is a "Customer" if he or she meets the following requirements:

- a) the individual resides in Qualified Home;
- b) the Qualified Home is served by APS; and
- c) the individual has a maximum gross household income of 150% of the Federal poverty guideline as defined by the Arizona Department of Economic Security ("DES"), as adjusted by DES on a yearly basis every July 1st. (Income determination guidelines will be based on the countable income definition in the Contractors Weatherization Assistance Program guidelines.)

2. For purposes of this Agreement, a "Qualified Home" may be any of the following:

- a) an owner-occupied single family dwelling unit, which may be detached or attached to other owner-occupied dwelling units (e.g., duplex, triplex), including stationary mobile homes that have had the wheels removed and are supported by foundation or blocking;

Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

- b) on a case-by-case basis and with APS' prior written consent, which consent APS may withhold in its sole and absolute discretion, a multi-family dwelling located in a structure containing more than dwelling unit (multi-family housing);
 - c) a rental property, provided that the renters provide the Contractor with the property owner's written permission for the property to receive Weatherization Services, and the property owner agrees in writing to not increase the rent for 12 months after completion of the Weatherization Services. A copy of the owner's consent and written agreement must be provided to Contractor prior to performing the Weatherization Services. For rental properties, structurally attached appliances or systems (e.g., evaporative cooler, water lines) are not eligible for the Program. Such appliances or systems are the responsibility of the property owner.
- 3. Contractor will obtain verification of ownership of housing, appliance and/or system. The following documents will be acceptable forms of verification:
 - a) Homeowner: Deed or property tax statement; and
 - b) Renter: Receipt of purchase for the specific appliance or notarized affidavit signed by the property owner confirming that the renter is owner of the specific appliance (with serial number noted) AND proof that the property owner is the owner of the rental property (deed or property tax statement).
- B. All Weatherization Services will be implemented by the Contractor in accordance with the WAP rules as administered by the Arizona Department of Commerce Energy Office (the "Energy Office") with the following exceptions:
 - 1. Weatherization Services will be limited to those that conserve primarily electric energy;
 - 2. Waivers for exceptions in special cases not specifically addressed in ACC Decision No. 68647, docketed April 12, 2006, will not be eligible for reimbursement unless the exceptions are reviewed and approved by APS prior to commencing the work outlined in the waiver; or
 - 3. General Repairs to membranes to stop roof leaks, repairs to or replacement of non-repairable window units, repairs to or replacement of non-repairable exterior doors, restoration or replacement of ceiling areas which cannot support ceiling insulation and restoration or replacement of floor areas over "crawl spaces" which are not structurally strong enough to remain part of a building "envelope" and other similar general repairs may be done as part of Weatherization Services, provided that the entire project per individual residence is cost effective and yields at least a 1.0 benefit to cost ratio using the WAP program manual.
- C. Health and Safety Services: Install, repair, or replace window unit air conditioners or heat pumps that are prescribed by a medical doctor's order.
- D. Repair/Replacement Services: Repairs or replacements of existing utility related electric appliances/systems. When repair costs would exceed replacement costs, or when an appliance would be inoperable or unsafe even with repairs, or when an appliance is of such a vintage that it is economical to replace with an energy efficient model in accordance with guidelines established by the Energy Office, then the item shall be replaced instead of repaired. This service is available only for Customer's in a Crisis Situation, therefore an Assessment is not required prior to performing this Service. Appliances eligible for Repair/Replacement Expenditures are limited to air conditioners, heat pumps, evaporative coolers, refrigerators, and water heaters. The Allocation may not be used to provide for maintenance of these appliances/systems. Inspection of the repair or replacement after completion of the work is to be made by a Contractor representative.

Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

- E. WAP Coordination (Piggyback Program Component). Where possible, the Program will be coordinated by Contractor with or piggybacked onto WAP to achieve maximum cost effectiveness and expand the scope of Weatherization Services to be performed on each Qualified Home.
- F. Parallel Weatherization (Stand Alone Program Component). A stand alone program will be utilized by Contractor for those Customers who cannot otherwise be served due to lack of federal or local program funding or who are ineligible for WAP due to being previously weatherized, but who are in need of Weatherization Services.
- G. Energy Education.
 - 1. Contractor shall provide energy education which shall be designed to educate, promote, and assist the Customers on the efficient use of electricity and the benefits of Weatherization Services.
 - 2. Any energy education program will inform the Customers on how their behavior affects energy consumption, efficiency, cost, health and safety so the Customers can make better choices regarding the management of energy usage and its impact on their electric bill.
 - 3. The Contractor may designate energy educators (the "Energy Educator") as responsible for delivering energy education by visiting homes participating in the Weatherization portion of the Program. The Energy Educators may be intake workers, case managers, and/or weatherization crew members.
 - 4. When called upon by the Weatherization Program representative to provide the education services set forth above, the Energy Educator will perform a "walk through" review of the residence to discover the particular sources of energy waste in the home, explain the results of the review to all household members present at the time of the review, and provide recommendations for improving efficiencies in energy usage.
 - 5. If the Energy Educator provides an in-home "walk through" educational visit for a home participating in the Weatherization portion of the Program, the Contractor may invoice APS for a one-time per home fee of \$25 to cover costs associated with energy education. This fee will be deducted from the Allocation.
- H. Program Promotion.
 - 1. The Contractor may, with the Customer's prior written consent, place a sticker provided by APS on the Qualified Home's door or front window that will identify the home as having received Weatherization Services.
 - 2. With the Customer's prior written consent, the Contractor may place signage provided by APS in the front of the property during the Weatherization Services. Contractor will remove the sign when the workers leave the property for more than 24 hours.
- I. Implementation.
 - 1. The Contractor will obtain the Customer's prior written consent and approval for APS to provide the Customer's utility bill history information, including the historic usage of energy by kilowatt hours or therms, to the Contractor.

Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

2. The Contractor will conduct the on-site energy audit and detailed inspection of the Qualified Home and appliances using current building science technologies, such as blower doors, duct blasters, flow hoods, infrared heat sensors; analysis of appliances using amp meters and refrigerant pressure gages, and will prepare a report that delineates any deficiencies (the "Assessment") and analyze cost effectiveness in accordance with the Arizona Department of Commerce Energy Office Weatherization Assistance Program Rules.
3. The Contractor will prioritize the Weatherization Services for each Qualified Home based on cost effectiveness and will implement as many Weatherization Services on each Qualified Home, up to a maximum of \$6,000.00 per Qualified Home in any 12-month period, not including Program Delivery Expenditures, subject to the overall cap of the Allocation.

J. Bill Assistance. The Contractor will pay electric bills for eligible Customers who are in a Crisis Situation. Contractor shall not pay electric bills for any other Customer.

1. A Customer is in a "Crisis Situation" if the Customer meets all of the following criteria:
 - a) must be a resident of Arizona;
 - b) must not be a resident of an institution. Institutions include:
 - i) hospitals;
 - ii) licensed domiciliary care facilities (family care homes, homes for the aged and family care homes for developmentally disabled adults);
 - iii) intermediate care facilities;
 - iv) skilled nursing facilities or homes;
 - v) alcohol and drug rehabilitation centers or treatment program;
 - vi) dormitories;
 - vii) temporary protective facilities, such as domestic violence shelters, etc.; or
 - viii) prisons;
 - c) for a resident of public housing, the individual must have an obligation to pay the utility bill directly to APS on an ongoing basis; and
 - d) the individual must have had: (i) a loss or reduction of income; (ii) unexpected or unplanned expenses that caused a lack of resources; or (iii) a condition has occurred or exists that endangers the health or safety of the household.
2. A group of individuals in a single residence for which energy is purchased in common is defined herein as a "Household." A Household is eligible for bill assistance for one payment during any 12-month period.
3. A Household may receive up to \$400 to cover a current or past due APS bill, but may not receive funds to pay APS bills from former residences.

K. Case Management.

1. APS may refer payment troubled and high use low-income customers to the Contractor for participation in the Program.
2. Customer caseworkers may refer clients to APS Customer Service for information about and enrollment in suitable rate and billing programs, such as Time of Use rates, Equalizer payment, and APS' Energy Support Program (E-3) which is a discount program for low-income customers.

Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

L. Program Coordination.

1. APS' may at its option retain a third party manager to coordinate the Program. If APS elects to retain a third party, the third party will serve as the coordinator for all APS Weatherization Services and bill assistance activities that are within APS' service territory. In this capacity, the coordinator will:
 - a) act as liaison between APS and the Contractor for program coordination and implementation;
 - b) serve as a central point for invoicing, tracking, validating and reporting weatherization program activities to APS; and
 - c) identify technical assistance needs and develop and coordinate training.
 - d) Encourage the dissemination of energy education information by the Energy Educator to all Customers participating in the weatherization portion of the Program.
 - e) Assist APS in developing and delivering communications to promote the Program.
2. All household Weatherization Services and bill assistance related data will be entered into a database approved by APS. The database is to be kept current and confidential.

M. Documentation. The following documentation will be kept on file in the Customer file at the Contractor's offices and will be available for review by APS until such a time that APS deems it unnecessary for audit purposes:

1. Community action client application form with appropriate documentation attached. This application is currently being used for DES LIHEAP program.
2. Weatherization Services application-specific information form.
3. Energy assistance program fuel information release form. Indicates the energy supplier is APS.
4. Documentation required by Section 2.A.2 with respect to a Qualified Home.
5. Household Characteristics Form.
6. Pressure Diagnostic Report (where applicable).
7. Combustion Safety Report (where applicable).

3. COMPENSATION/TAXES.

A. APS shall reimburse Contractor for Authorized Expenditures in an amount not to exceed \$60,000.00 for the Term (the "Allocation"). Unused portions of the Allocation are not carried over beyond the Term. The Allocation is based on an estimate of the number of low-income customers living in the areas served by APS. The Allocation may be adjusted by APS as the number of qualified customers served by APS changes and as the Contractor demonstrates its ability to manage the funds provided by APS.

1. The "Authorized Expenditures" consist of the following:
 - a) Weatherization Expenditures. Expenditures for the Contractor's direct costs of providing Weatherization Services, including:

Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

- (i) Preparation and performance of the Assessment;
 - (ii) analysis of appliances using amp meters and refrigerant pressure gages;
 - (iii) visual inspection of the property;
 - (iv) Contractor labor;
 - (v) materials;
 - (vi) contract labor;
 - (vii) General Repairs; and
 - (viii) Energy Education fee as specified in Section 2.G.5.
 - b) Expenditures for Health and Safety Services.
 - c) Expenditures for Repair/Replacement Services.
 - e) Program Delivery Expenditures. Reasonable out-of-pocket costs incurred by the Contractor to provide Weatherization Services, Health and Safety Services, and Repair/Replacement Services to Customers that would not be incurred if those Services were not provided, including: vehicle mileage; tools; employee related expenses such as social security, Medicare, etc.; equipment rental; cost allocated shares of office and management expenses; expenses for technical training of field technicians.
 - f) Bill Assistance expenditures provided under Section 2.J.
 - g) Bill Assistance Program Delivery Expenditures. Reasonable out-of-pocket costs incurred by the Contractor to provide Bill Assistance that would not be incurred if those Services were not provided, including: vehicle mileage; tools; employee related expenses such as social security, Medicare, etc.; cost allocated shares of office and management expenses.
- B. In addition, the following limitations apply to the distribution of the Allocation among the Authorized Expenditures:
- 1. Weatherization Expenditures: maximum of 100% of the Allocation.
 - 2. Health and Safety Expenditures: maximum of 2% of Weatherization Expenditures.
 - 3. Repair/Replacement Expenditures: maximum of 10% of Weatherization Expenditures.
 - 4. Bill Assistance: maximum of \$15,707.00. If other agencies participating in the Program under spend their Bill Assistance allowance, APS may authorize additional expenditures for this Program component.
 - 5. Program Delivery Expenditures: maximum of 20% of the combined Weatherization Expenditures, Health and Safety Expenditures, and Repair/Replacement Expenditures. Program Delivery Expenditures are funded from the Allocation and are not in addition to the Allocation.
 - 6. Bill Assistance Delivery Expenditures: maximum of 10% of Bill Assistance. Bill Assistance Delivery Expenditures are funded from the Bill Assistance Allocation.
- C. The Contractor will submit to APS within 30 days of the Effective Date, a budget for the Term showing a projected best estimate of how funds will be spent month by month. The budget will include allocations to each of the Authorized Expenditures. The Weatherization budget shall include Weatherization Expenses, Health and Safety Expenses, Repair/Replacement Expenses, and the Weatherization portion of the program delivery expense. The Bill Assistance budget shall include the bill assistance and the bill assistance portion

Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

of the program delivery expense. The Contractor will make a good faith effort to manage expenditures to meet the budgeted amounts on a monthly basis.

- D. The Contractor will submit all invoices to APS or the third party contractor within 30 working days following the last day of the month in which work is completed.
- E. APS or the Third Party Coordinator if so designated will review the weatherization expenditures for compliance with the Program and will process the invoice and APS will make payment to the Contractor within 30 days of receipt of the invoice from the Third Party Coordinator. Weatherization expenditures for items that are not within the scope of this Agreement or not covered by a pre-approved waiver will be disallowed and the invoice will be returned to the Contractor with the specific items highlighted. The Contractor may resubmit the invoice with further explanation for review by APS. If the weatherization expenditures are deemed to comply with the terms of this Agreement, APS will reimburse the Contractor for those items; otherwise, they will be disallowed and ineligible for reimbursement.
- G. Until further notice, the Contractor will send monthly invoices to:

Arizona Community Action Association
Executive Director
2700 N 3rd Street, Suite 3040
Phoenix, AZ 85004
- H. Each invoice shall include itemized expenditures by APS Customer account number broken into the following categories: Weatherization Expenditures; Health and Safety Expenditures; Repair/Replacement Expenditures; Bill Assistance costs and Bill Assistance Delivery Expenditures; Program Delivery Expenditures costs by category; and Energy Education fees.
- I. As between APS and the Contractor, the Contractor shall be responsible for any taxes that may be levied or imposed upon the transactions contemplated by this Agreement.

4. GENERAL TERMS AND CONDITIONS.

A. Warranties.

1. Contractor's Warranties. The Contractor warrants that the Services shall: (a) be performed and completed in a thorough, safe and workmanlike manner; (b) be free from defects in design, workmanship, and title; (c) otherwise conform to this Agreement; (d) be of the standard and quality generally recognized and accepted within its industry or profession throughout the United States; (e) be performed in compliance with all applicable laws, rules, regulations, codes, standards, ordinances and orders of regulatory authorities having jurisdiction over the activities contemplated by this Agreement.
2. Disclaimer of Warranties by APS. APS is only providing funding to the Contractor to enable it to afford and provide the Services to the Customers. APS is not involved in the selection or implementation of the Services provided. Accordingly, **all warranties of any kind or nature are hereby disclaimed by APS whether statutory, express or implied, including, without limitation, the warranty of merchantability, fitness for purpose or arising from course of dealing or usage of trade. The total cumulative liability of APS for all claims of any kind arising from or relating to this Agreement, whether such claims are based on contract, warranty, tort (including negligence), strict liability, contribution or otherwise, shall not exceed the unused portion of the Allocation.**

Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

- B. **Independent Contractor.** The Parties will act as independent contractors and neither Party will act as agent for or partner of the other Party for any purpose whatsoever, and the employees of one will not be deemed employees of the other. Nothing in this Agreement will grant to either Party, the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.
- C. **Limitation of Liability.**
1. Neither Party, nor its respective officers, directors, employees, agents, advisors, representatives, affiliates, or successor or assigns shall be liable to the other Party for any indirect, consequential, special, punitive or exemplary damages for any actions resulting from or arising out of this Agreement, whether based on contract, tort (including, but not limited to, negligence), strict liability, professional liability, contribution, or otherwise, provided, however, that this limitation of liability shall not apply to the extent: (a) that APS is entitled to indemnification from the Contractor as a result of a third party action as set forth in Section 4.D, Indemnification, or (b) losses arise from a breach of Contractor's obligations of confidentiality under Section 4.F, Confidentiality and Advertising.
 2. The Contractor assumes all risks with respect to the selection of contractors and subcontractors who will perform Weatherization Services as contemplated by this Agreement and the sale and/or distribution of Weatherization.
- D. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless APS and its officers, directors, employees, agents, advisers, representatives, and affiliates (collectively, an "APS Indemnitee") for, from and against any and all liabilities, losses, damages, fines, penalties, and costs and expenses of any kind or nature, whether or not covered by insurance, including reasonable attorneys' fees and expenses, that any APS Indemnitee may incur in connection with any claim, action, dispute, demand, or right of action, whether in law or in equity, of every kind and character arising out of, or resulting from (either directly or indirectly): (a) any bodily injury, including death, to any person, or any damage or destruction of any tangible property, to the extent caused by any willful, wanton or reckless misconduct or any negligent or intentional act or omission (including acts or omissions resulting in strict liability) of Contractor, its officers, employees, agents (including, any contractors or subcontractors of the Contractor), and suppliers; or (b) any actual or alleged infringement, misuse, derogation, or violation of any third party intellectual property. If a third party asserts a claim against an APS Indemnitee, the APS Indemnitee will give written notice to the Contractor promptly after the APS Indemnitee has actual knowledge of any claim as to which indemnity may be sought. The failure to give notice of the claim as required by the preceding sentence will not relieve the Contractor of its indemnification obligations except to the extent that the Contractor is materially damaged as a result of such failure. The APS Indemnitee will permit the Contractor (at the expense of the Contractor) to assume the defense of any claim or any litigation resulting therefrom, provided that (a) the counsel for the Contractor who conducts the defense of such claim or litigation is reasonably satisfactory to the APS Indemnitee, and (b) the APS Indemnitee may participate in such defense at their own expense. If the APS Indemnitee determines in good faith that the conduct of the defense of any claim might adversely affect any APS Indemnitee's ability to conduct its business, or that the APS Indemnitee may have available to it one or more legal defenses that are different from, additional to, or inconsistent with those that may be available to the Contractor, the APS Indemnitee will have the right to participate in the defense of such action at the Contractor's expense. Neither the Contractor nor the APS Indemnitee may settle or compromise any claim without the prior written consent of the other party, which consent shall not be unreasonably withheld. The APS Indemnitee will have the right to defend any claim, at the Contractor's expense, if the Contractor does not undertake the defense of the claim. In any event, the Contractor and the APS Indemnitee will cooperate in the defense of any claim and the records of each will be available to the other with respect to such defense.

Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

- E. **Confidentiality and Advertising.** All nonpublic information that APS provides to the Contractor or that the Contractor acquires from any source in connection with this Agreement shall be deemed to be APS' confidential information ("APS Confidential Information"). APS Confidential Information includes, but is not limited to: (a) Customer specific information, including Customer's utility bill information history; (b) any reports, specifications, know-how, strategies or technical data, processes, business documents or information, market research or other data, customer or client lists, and all other information concerning the business and affairs of APS that are owned, used, or possessed by or for the benefit of APS; (c) APS intellectual property; and (d) confidential information or materials obtained by the Contractor from a third party in connection with performance of its obligations under this Agreement.

The Contractor shall not make copies, reproductions, abstracts or excerpts of the APS Confidential Information in whole or in part, except as authorized by APS. All copies, reproductions, excerpts or abstracts are deemed to be APS Confidential Information to the same extent as any originals. Upon APS' request at any time or upon the expiration of the Term, the Contractor shall promptly return to APS all APS Confidential Information and all copies thereof or other physical embodiments of the APS Confidential Information.

The Contractor agrees that any and all of the APS Confidential Information shall be maintained in confidence by the Contractor indefinitely. APS Confidential Information may not be disclosed by the Contractor to any person other than the Contractor's personnel, employees or agents who require knowledge of the APS Confidential Information in order to perform its obligations under this Agreement. The Contractor further agrees that such APS Confidential Information shall be used solely in connection with the Contractor's performance of its obligations hereunder, and for no other purpose, and that all persons to whom the Contractor discloses the APS Confidential Information shall be advised of its confidential nature and of the Contractor's obligations of confidentiality and non-use under this Agreement. The Contractor shall be responsible for any disclosure or use of APS Confidential Information by persons to whom Contractor provided the APS Confidential Information that is not in accordance with this Agreement.

The name of APS or any of its affiliates shall not be used in any advertising or other promotional context by the Contractor or its contractors or subcontractors without the prior written consent of APS (which may be withheld by APS in its sole discretion).

- F. **Dispute Resolution/Attorneys Fees.** If a dispute arises concerning this Agreement, a meeting of the Parties shall be held within 10 business days after either Party gives the other Party written notice of the dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved Party's position and its proposal for resolution of the dispute. A representative of each Party who has authority to resolve the dispute shall be in attendance at all meetings. If the dispute is not resolved within 30 calendar days after the first meeting of the Parties, either Party is free to use any other available remedy, including litigation. The Dispute Notice and 30-day discussion period are conditions precedent to each Party's right to resort to any other method. A Party's failure to comply with this Section shall entitle the other Party to recover its costs and reasonable attorney's fees in any judicial proceedings that circumvent this dispute resolution provision. 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.
- G. **Severability.** 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.
- H. **Disclaimer of Third Party Beneficiaries.** There are no persons or entities other than those who are signatory to this Agreement that are intended to be benefited by the terms contained herein and except to the extent a person or entity is entitled to indemnification pursuant to Section 4.D, all third party beneficiaries are hereby disclaimed.

Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

- I. **Survival.** Termination of this Agreement shall not relieve either Party of any obligation under this Agreement which expressly or by implication survives termination of this Agreement, including its obligations under the following section headings: Insurance Coverages, Indemnification, Limitation of Liability, Warranties, Records and Auditing, Confidentiality and Advertising, Governing Law, Dispute Resolution/Attorney's Fees.
- J. **Entire Agreement:** This Agreement contains the final and complete agreement between the Parties for performance of the Services specified herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to those Services, whether written or oral.
- K. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona and of the United States without giving effect to the doctrine of conflict of laws. This Agreement shall be deemed made and entered into in Maricopa County, Arizona. Any suit to enforce this Agreement shall be instituted only in the Superior Court of Maricopa County, Arizona, or the Federal District Court for the District of Arizona, and such Courts shall have the exclusive jurisdiction.
- L. **Preservation of Rights.** The Parties further agree that this Agreement shall not in any way be deemed a waiver, abrogation, impairment or amendment of any other agreement between the Contractor and APS, including but not limited to (i) lease(s) entered into by APS, either alone or as a co-tenant with others, and the Contractor, and (ii) federal grant(s) of rights-of-way issued to APS, either alone or as a co-tenant with others, by the United States. Except as expressly provided in this Agreement, this Agreement and the actions of the Parties contemplated under such Agreement are not intended, nor shall they be deemed, to constitute any waiver, consent or admission with respect to the existence or lack of regulatory, taxing, or adjudicatory authority or jurisdiction of the Contractor over APS.
- M. **Notices and Designated Representatives.** All notices required to be given by this Agreement will be given in person, by certified United States Mail, postage prepaid, return receipt requested, or by telecopier (confirmed by the mailing of the original in the manner as abovementioned). All notices shall be deemed given when received. Notices shall be directed to the Parties as follows:

If to APS:
Arizona Public Service Company
P.O. Box 53999
Phoenix, Arizona 85072-3999
Designated Representative:
Jerry Mendoza, Mail Station 8666
Phone: (602) 250-2243
Fax: (602) 250-3371

If to Contractor:
Gila County Community Action Agency
5515 S Apache Ave., Suite 200
Globe, AZ 85501
Designated Representative:
Malissa Buzan
Housing Services Program Manager
Phone: (928) 425-7631, ext. 8693
Fax: (928) 425-9468

Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

Notices shall be effective: (a) on the date delivered by personal delivery, facsimile, or electronic mail; (b) three (3) business days following the date deposited in the United States mail; or (c) the next business day following delivery to a reputable overnight delivery service. Notices and communications shall be delivered or mailed to the Parties' designated representatives named above.

Designated representatives of either Party may be changed at any time upon providing the other Party prior written notice of such change.

- O. Assignment. Neither Party will assign, transfer or otherwise dispose of its rights or obligations under this Agreement or any interest therein, without the other Party's prior written consent, which will not be unreasonably withheld or delayed.
- P. Amendments and Modifications. This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents. No course of dealing or oral changes between the parties will be effective or legally binding as an amendment to this Agreement.
- Q. Records and Auditing. Contractor shall maintain accurate and complete records relating to its performance of this Agreement, including accounting records in support of all billings to Company. These records shall be retained by Contractor and be reasonably available for Company's inspection and audit for 4 years after completion or termination of this Agreement.
- R. Waiver. A Party's failure or delay in enforcing the terms and conditions of this Agreement or in insisting upon strict performance of any of the other Party's obligations shall not be interpreted as a waiver thereof. Waiver of any provision of this Agreement by either Party shall only be effective if in writing and shall not be interpreted as a waiver of any subsequent breach or failure under the same or any other provision of this Agreement. No conduct, statement, course of conduct course of dealing, oral expression, or other action shall be construed as a waiver.
- S. Waiver of Jury Trial. THE PARTIES WAIVE TRIAL BY JURY AND AGREE THAT ANY ACTION TO ENFORCE THIS AGREEMENT SHALL BE TO THE JUDGE WITHOUT A JURY.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

ARIZONA PUBLIC SERVICE COMPANY

CONTRACTOR

By: Teresa A. Arbet
Title: Director - Customer Information Programs

By: Joe M. Lynch
Title: Chairman of Gila County Board of Supervisors

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney



ARF-573
Regular BOS Meeting
Date: 06/07/2011

Consent Agenda Item Item #: 5- B

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: 2011-2012 Budgeted?: Yes
Contract Dates July 1, 2011 - June 30, 2015
Begin & End:
Grant?: Yes
Matching No Fund?: Renewal
Requirement?:
Presenter's Name:

Information

Request/Subject

Amendment No. 2 to Contract No. DE111073001 Department of Economic Security

Background Information

Activities from this contract are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, and obtain emergency assistance. Community Services; the primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty. Case Management; components of this service include Short Term Crisis Services and Utility Assistance Services, case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance. Eligibility requirement for citizens residing in Gila County is that income must be at or below 200% of the Federal Poverty Guidelines.

This amendment will increase funds for Case Management from \$480,974 to \$907,703. This is an increase of \$426,729. Community Services funding will be increased from \$163,557 to \$313,557. This is an increase of \$150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2011, to June 30, 2015, is \$1,242,635.13.

Contract No. DE111073-001 was signed by Chairman Michael A. Pastor on July 6, 2010.

Evaluation

Amendment No. 2 to contract DE111073001 provides funding in the amount of \$576,729 to provide Community Action Program services to eligible citizens residing in Gila County.

Conclusion

By the Board of Supervisors approving Amendment No. 2, the Gila County Community Action Program will provide to eligible residents of Gila County, Case Management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency.

Recommendation

The Gila County Community Action, Housing Program Manager recommends that the Board of Supervisors approve Amendment No. 2 to Contract No. DE111073001.

Suggested Motion

Approval of Amendment No. 2 to Contract No. DE111073-001 between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action Program, whereby the Arizona Department of Economic Security will provide funding in the amount of \$576,729 to the Community Action Program to provide residents of Gila County Case Management Services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency for the period July 1, 2011, through June 30, 2012.

Attachments

Link: [Amendment No. 2 to Contract No. DE111073001](#)
Link: [Amendment No. 1 to Contract DE111073001](#)
Link: [Original Contract DE111073-001](#)



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Two (2)
--	--

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section, the purpose of this amendment is to:

Add funding for the contract period beginning July 1, 2011 through June 30, 2012:

The reimbursement ceiling for the service for Case Management is increased from \$480,974 to \$907,703. This is an increase of \$426,729.

The reimbursement ceiling for the service for Community Services is increased from \$163,557 to \$313,557. This is an increase of \$150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2011 to June 30, 2015 is: \$1,242,635.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

5. EXCEPT AS PROVIDED 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 LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Michael A. Pastor
TITLE Contract Administration Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE	DATE

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date: _____

Date: _____

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,426

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.1075 X \$110,334	\$ 11,861	\$ 5,930
TOTAL ERE COST:		\$ 40,295	\$ 29,978

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$225 per month x 12 months	\$ 2,700	\$ 2,262
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 3,328
TOTAL TRAVEL COSTS:		\$ 6,900	\$ 5,588

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparkletts/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,278

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 8,489
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 9,689

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 20,560	\$ 10,280
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 16,440

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 223,565	\$ 170,399
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11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	\$ 222,500	\$ 222,500
2	LIHCON	78	\$ 7,013	\$ 7,013
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 19,293	\$ 19,293
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 256,330	\$ 256,330

12	TOTAL COSTS:		\$ 479,895	\$ 426,729
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REVENUE SOURCES:

DES Case Mgt.	\$ 426,729	\$ 426,729
Gila County	\$ 53,166	
TOTAL REVENUE:	\$ 479,895	\$ 426,729
TOTAL REVENUE:	\$ 479,895	\$ 426,729

**ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gifa County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12**

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50% \$ 40,997	\$ 4,100
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 3,542
1	1	Divisional Program Manager	\$55,245	50%+0=50%	50% \$ 27,623	\$ 5,525
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50% \$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50% \$ 16,443	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 182,404	\$ 91,002

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 5%	\$ 357	\$ 357
	\$595.83 per mo x 12 mo X 2 @ 10%	\$ 1,430	\$ 1,430
	\$595.83 per mo x 12 mo X 2 @ 20%	\$ 2,860	\$ 2,860
	\$595.83 per mo x 12 mo X 4 @ 50%	\$ 14,300	\$ 14,300
FICA	0.0765 X \$182,404	\$ 13,954	\$ 6,977
Workman's Comp	0.003 X \$182,404	\$ 547	\$ 274
Retirement	0.1075 X \$182,404	\$ 19,608	\$ 9,804
TOTAL ERE COST:		\$ 53,056	\$ 36,002

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 5,700
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 2,632
TOTAL TRAVEL COSTS:		\$ 10,200	\$ 8,332

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 12,000	\$ 3,600
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 4,600

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

.10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 258,659	\$ 139,936
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11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 19 households	\$ 10,064	\$ 10,064
TOTAL VOUCHER COSTS:		\$ 10,064	\$ 10,064

12	TOTAL COSTS:	\$ 268,723	\$ 150,000
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REVENUE SOURCES:

DES CSV	\$ 150,000	\$ 150,000
Gila County	\$ 118,723	
TOTAL REVENUE:	\$ 268,723	\$ 150,000
TOTAL REVENUE:	\$ 268,723	\$ 150,000



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

Table with 2 columns: Contractor information (Gila County Division of Community Services) and Contract details (ID: DE111073-001, Amendment: One (1)).

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Add Funding:

The reimbursement ceiling for the service Case Management is increased from \$445,831.00 to \$480,974.00. This is an increase of \$35,143.00

The reimbursement ceiling for the service Community Service is increase from \$ 150,000.00 to \$163,557.00. This is an increase of \$13,557.00

Reduce Funding:

The reimbursement ceiling for the service of Community Service - ARRA is decreased from the estimated amount of \$21,565.00 to the available amount of \$ 21,375.13. This is a decrease of \$189.87.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2011 is: \$665,906.13.

Therefore, the Itemized Service Budget for the service Case Management (Attachment A), Community Service (Attachment B), and Community Service - ARRA (Attachment C) is revised and attached.

Revise:

Scope of Work 9.6.1(2) to read "Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall NOT submit a Fourth Quarter Report, but shall include Fourth Quarter data within the Annual CSBG IS (See Exhibit F). (Contractor must utilize format specified by DES)."

5. EXCEPT AS PROVIDED 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 LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

Table with 2 columns: ARIZONA DEPARTMENT OF ECONOMIC SECURITY and Gila County Division of Community Services. Rows include Signature, Typed Name, Title, and Date.

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General

By: Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date:

Date:

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,545
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,425

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.0985 X \$110,334	\$ 10,868	\$ 5,434
TOTAL ERE COST:		\$ 39,302	\$ 29,482

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$225 per month x 12 months	\$ 2,700	\$ 2,262
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 3,326
TOTAL TRAVEL COSTS:		\$ 6,900	\$ 5,588

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparkletts/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,278

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 10,800
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 12,000

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's	\$ 3,000	\$ 3,000
	\$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months	\$ 20,560	\$ 9,763
Maintenance, Leases Agreements & Memberships/Dues		\$ 27,360	\$ 15,923
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 15,923

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 222,572	\$ 171,696
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11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	\$ 235,210	\$ 235,210
2	LIHCON	78	\$ 28,172	\$ 28,172
3	LLVG		\$ 8,259	\$ 8,259
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 30,113	\$ 30,113
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 309,278	\$ 309,278

12	TOTAL COSTS:	\$ 531,850	\$ 480,974
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REVENUE SOURCES:

DES Case Mgt.	\$ 480,974	\$ 480,974
Gila County	\$ 50,876	
TOTAL REVENUE:	\$ 531,850	\$ 480,974
TOTAL REVENUE:	\$ 531,850	\$ 480,974

CMT-A Case Management ISB 10-11
 Submitted 04/23/2010
 Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50% \$ 40,997	\$ 4,100
1	1	Community Services Deputy Director	\$67,309	50%+0=50%	50% \$ 33,655	\$ 3,365
1	1	Divisional Program Manager	\$55,245	50%+0=50%	50% \$ 27,623	\$ 5,524
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50% \$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50% \$ 16,443	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 198,348	\$ 90,824

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 2 @ 5%	\$ 715	\$ 715
	\$595.83 per mo x 12 mo X 1 @ 10%	\$ 715	\$ 715
	\$595.83 per mo x 12 mo X 2 @ 20%	\$ 2,860	\$ 2,860
	\$595.83 per mo x 12 mo X 4 @ 50%	\$ 14,300	\$ 14,300
FICA	0.0765 X \$198,348	\$ 15,174	\$ 7,587
Workman's Comp	0.003 X \$198,348	\$ 595	\$ 298
Retirement	0.0985 X \$198,348	\$ 19,537	\$ 9,769
TOTAL ERE COST:		\$ 53,896	\$ 36,244

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 5,700
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 2,632
TOTAL TRAVEL COSTS:		\$ 10,200	\$ 8,332

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months	\$ 12,000	\$ 3,600
Maintenance, Leases Agreements & Memberships/Dues			
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 4,600

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 275,444	\$ 140,000
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11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 46 households	\$ 23,557	\$ 23,557
TOTAL VOUCHER COSTS:		\$ 23,557	\$ 23,557

12	TOTAL COSTS:	\$ 299,001	\$ 163,557
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REVENUE SOURCES:

DES CSV	\$ 163,557	\$ 163,557
Gila County	\$ 135,444	
TOTAL REVENUE:	\$ 299,001	\$ 163,557
TOTAL REVENUE:	\$ 299,001	\$ 163,557

CSV-B ISB 10-11
Submitted 04/23/10
Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 9-30-10
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
N/A					\$ -	\$ -
TOTAL PERSONNEL COST:					\$ -	\$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL ERE COST:		\$ -	\$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL TRAVEL COSTS:		\$ -	\$ -

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	Approx \$52.50 x 150 individuals for both activities	\$ 7,875.13	\$ 7,875.13
TOTAL MAT & SUPP COSTS:		\$ 7,875.13	\$ 7,875.13

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL OPERATING SERVICE COSTS:		\$ -	\$ -

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 7,875.13	\$ 7,875.13
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11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 27 households	\$ 13,500	\$ 13,500
TOTAL VOUCHER COSTS:		\$ 13,500	\$ 13,500

12	TOTAL COSTS:	\$ 21,375.13	\$ 21,375.13
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REVENUE SOURCES:

CPIP CSV	\$ 21,375.13	\$ 21,375.13
TOTAL REVENUE:	\$ 21,375.13	\$ 21,375.13

TOTAL REVENUE:	\$ 21,375.13	\$ 21,375.13
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CSV-C ISB 10-11
 Submitted 07/08/10
 Revised 12/07/10

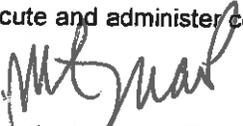


DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Division of Health & Community Services("Contractor").

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

WHEREAS the Contractor is duly authorized to execute and administer contracts under ~~Insert Contractor Authority~~
Here and,  A.R.S §11-201 et. seq. and
A.R.S §11-251 et. seq.

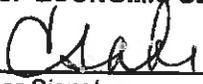
WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

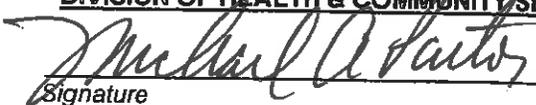
THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

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

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF THE GILA COUNTY
DIVISION OF HEALTH & COMMUNITY SERVICES


Procurement Officer Signature


Signature

Printed Name
Elizabeth G. Csaki, CPPB
Title
Professional Services Procurement Manager

Michael A. Pastor
Printed Name
Chairman, Board of Supervisors

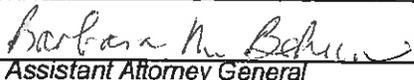
Date
8/18/2010

Title
7/6/10
Date

DE111073-001
ADES Contract Number

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

By: 
Public Agency Legal Counsel

Date: 8/16/10

Bryan Chambers, Chief Deputy Gila Co. Attorney
Date: 6-23-2010

TERMS AND CONDITIONS

1.0 **Parties**

1.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Gila County Division of Health & Community Services .

2.0 **Term of Agreement and Option to Extend**

2.1 **Term** - See section 5.0 Contract Term in the Scope of Work.

2.1.1 The parties agree that if similar services were provided by the Contractor prior to the date of last signature, but no earlier than July 1, 2010, those services may be compensated under this agreement.

2.1.2 The parties agree that if similar services were provided by the Contractor after the end date of the contract, those services shall not be compensated under this agreement.

2.2 **Extension**

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

3.0 **Purpose of Agreement**

3.1 The purpose of this agreement is to contract for services which address the causes of poverty in local areas and to provide emergency services which alleviate crisis situations.

4.0 **Definitions**

4.1 "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

4.2 "*Contractor*" means any person who has a Contract with the State.

4.3 "*Days*" means calendar days unless otherwise specified.

4.4 "*Department*" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.

4.5 "*Equipment*" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, 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, building, structures, or facilities' improvements).

4.6 "*Exhibit*" means any item labeled as an Exhibit.

4.7 "*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.

4.8 "*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.

4.9 "*May*" indicates something that is not mandatory but permissible.

4.10 "*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.

4.11 "*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.

4.12 Shall, Must" indicates a mandatory requirement.

4.13 "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.

4.14 "*Subcontract*" means any Contract, expressed 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.

4.15 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

4.16 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.

4.17 "*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.

5.0 **Manner of Financing**

5.1 See section 4.0 Funding in the Scope of Work.

6.0 **Service Descriptions**

6.1 See Scope of Work for descriptions of each service.

7.0 Responsibilities

- 7.1 The ADES and the Contractor agree to comply with the Scope of Work, Administrative Methodology and Service Methodologies.
- 7.2 Services will be provided at the locations identified on the Facility Location Chart.

8.0 Advertising, Publishing and Promotion of Contract.

- 8.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that 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: "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."

9.0 Amendments or Modifications

- 9.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 9.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 9.2.1 Change of telephone number;
 - 9.2.2 Change in authorized signatory; and/or
 - 9.2.3 Change in the name and/or address of the person to whom notices are to be sent.
- 9.3 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.

10.0 Applicable Law

- 10.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona.
- 10.2 The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 10.3 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.
- 10.4 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 .
- 10.5 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.
- 10.6 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.
- 10.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 10.8 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.
- 10.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

- 10.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.
- 11.0 Arbitration**
- 11.1 In accordance with A.R.S. § 12-1518 as may be amended, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 12.0 Assignment and Delegation.**
- 12.1 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.
- 13.0 Audit**
- 13.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State, and where applicable the Federal Government, at reasonable times, and to the extent that the books and records relate to the performance of the Contracts or subcontract. Upon request, Contractor shall produce the original of any or all such records.
- 13.2 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:
- 13.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
- 13.2.2 Summary schedule of prior audit findings
- 13.2.3 Auditor's Reports (detailed in the A-133)
- 13.2.4 Corrective Action Plan.
- 13.3 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 section 7.0 General Reporting Requirements in the Scope of Work.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 14.0 Availability of Funds for the Current State Fiscal Year**
- 14.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
- 14.1.1 Reduce payments or units authorized;
- 14.1.2 Accept a decrease in price offered by the Contractor;
- 14.1.3 Cancel the Agreement; or
- 14.1.4 Cancel the Agreement and re-solicit the requirements.

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

15.0 Availability of Funds for the Next State Fiscal Year

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

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

16.0 Background Checks for Employment through the Central Registry

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

16.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.1.2 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. These requirements shall apply throughout the full term of the contract.

16.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

17.0 Certification of Cost or Pricing Data

17.1 The Contractor certifies 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 submittal. Such adjustment by the State may include overhead, profit or fees.

18.0 Certification Regarding Lobbying

18.1 The Contractor agrees to comply with 49 CFR part 20.

19.0 Confidentiality

19.1 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.

20.0 Code of Conduct

20.1 The Contractor shall avoid any action that might create or result in the appearance of:

20.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

20.1.2 Acting on behalf of the State without appropriate authorization;

20.1.3 Provided favorable or unfavorable treatment to anyone;

20.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

20.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,

20.2.6 Loss of impartiality when advising the State.

21.0 Competitive Bidding

21.1 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.

22.0 Conflict of Interest

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

23.0 Cooperation

23.1 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).

24.0 Data Sharing Agreement

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

25.0 Disposition of Property

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.

26.0 Eligibility for State or Local Public Benefits; Documentation and Violations

26.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

27.0 Evaluation

27.1 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.

27.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

28.0 E-Verify

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

29.0 Fair Hearings and Service Recipients' Grievances

29.1 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.

29.2 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.

30.0 Federal Immigration and Nationality Act

30.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

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

31.0 Fees and Program Income

31.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

32.0 Fingerprinting

32.1 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:

32.1.1 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.

32.1.2 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.

32.1.3 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.

32.1.4 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).

- 32.1.5 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.
- 32.1.6 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).

33.0 Force Majeure

- 33.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement 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.
- 33.2 Force Majeure shall not include the following occurrences:
- 33.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 33.2.2 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
- 33.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 33.3 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.
- 33.4 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.

34.0 Inclusive Contractor

- 34.1 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.

35.0 Indemnification

35.1 Indemnification for Contractor:

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

35.2 Indemnification for Subcontractor

- 35.2.1 In addition, Gila County Division of Health & Community Services shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and

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

36.0 Insurance Requirements

36.1 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.

36.2 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.
- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

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 General 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:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 36.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 36.2(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 36.2(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 36.0 above.

37.0 IT 508 Compliance

37.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 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.

38.0 Levels of Service

38.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate 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.

38.2 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.

38.3 Any administration within the Department may obtain services under this contract.

38.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

38.5 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.

39.0 Monitoring

39.1 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.

40.0 Non-Availability of Funds

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

41.0 Non-Discrimination

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

41.2 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.

41.3 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.

41.4 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.

41.5 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)*"

42.0 **No Parole Evidence**

42.1 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.

43.0 **No Waiver.**

43.1 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.

44.0 **Notices**

44.1 All notices to the Contractor regarding this agreement shall be sent to the address indicated in Attachment 4.

44.2 All notices to the ADES regarding this agreement shall be sent to the address indicated in section 7.0 General Reporting Requirements in the Scope of Work.

44.3 All notices shall reference the contract number.

44.4 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:

44.4.1 Change of telephone number;

44.4.2 Changes in the name and/or address of the person to whom notices are to be sent;

44.4.3 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

44.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

45.0 **Offshore Performance Of Work Prohibited**

45.1 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

46.0 Order of Precedence

- 46.1 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. Terms and Conditions;
 2. Scope of Work;
 3. Attachments;
 4. Exhibits.

47.0 Ownership of Intellectual Property

- 47.1 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.

48.0 Pandemic Contractual Performance

- 48.1 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:
- 48.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
- 48.1.2 Alternative methods to ensure there are services or products in the supply chain.
- 48.1.3 An up to date list of company contacts and organizational chart.
- 48.2 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:
- 48.2.1 After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
- 48.2.2 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.
- 48.2.3 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).

49.0 Payments

- 49.1 Reimbursement to the Contractor shall be 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 the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 44.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.
- 49.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 General Reporting Requirements in the Scope of Work. 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.
- 49.3 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.

- 49.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the contract/service reimbursement ceilings indicated in Itemized Service Budget, as may be amended.
- 49.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the contract without timely extension or renewal of the contract.
- 49.6 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.
- 49.7 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.
- 49.8 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.
- 49.9 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.
- 49.10 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.

50.0 Payment Recoupment

- 50.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
 - 50.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - 50.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
 - 50.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;
 - 50.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - 50.1.5 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 this contract;
 - 50.1.6 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;
 - 50.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
 - 50.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - 50.1.9 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.
 - 50.1.10 Any payments made for services rendered after the contract termination date.

51.0 Personnel

- 51.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

52.0 Predecessor and Successor Contracts

- 52.1 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.

53.0 Professional Standards

- 53.1 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, and numbers of staff and individuals identified by name must be maintained as presented in the contract.

54.0 Property of the State

- 54.1 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.

55.0 Records

- 55.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, 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.
- 55.2 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
- 55.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 55.2.2 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;
- 55.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 55.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- 55.2.5 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;
- 55.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 55.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 55.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 55.4 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 may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 55.4.1 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.
- 55.4.2 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.

56.0 Relationship of Parties

- 56.1 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.
- 56.2 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.
- 56.3 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.

57.0 Reporting Requirements

- 57.1 See section 7.0 General Reporting Requirements in the Scope of Work.
- 57.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. 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.
- 57.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

58.0 Responsibility for Payments Indemnification

58.1 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.

59.0 Right of Offset

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

60.0 Scrutinized Business

60.1 In accordance with ARS § 35-391.06 and ARS § 35-393.06 as may be amended, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

61.0 Severability

61.1 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.

62.0 State's Contractual Remedies

62.1 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 Terms and Conditions or other rights and remedies available by law or provided by the contract.

62.2 Stop Work Order. 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.

62.2.1 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.

62.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

62.4 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.

63.0 Subcontracts

63.1 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.

63.2 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.

64.0 Substantial Interest Disclosure

64.1 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.

- 64.2 Leases or rental agreements or purchase of real property which would be covered by Section 63.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 64.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 65.0 Supporting Documents and Information**
- 65.1 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.
- 66.0 Suspension or Debarment**
- 66.1 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. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 66.2 See Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions.
- 67.0 Technical Assistance**
- 67.1 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.
- 68.0 Termination**
- 68.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 68.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511 as may be amended, 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 as may be amended.
- 68.3 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.
- 68.4 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.
- 68.5 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.

68.6 Termination for Default.

68.6.1 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.

68.6.2 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.

68.6.3 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.

68.6.4 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

68.7 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.

68.8 Termination for Any Reason. 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.

68.9 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.

68.10 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.

69.0 Third- Party Antitrust Violations

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

70.0. Transfer of Knowledge

70.1 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.

71.0 Transition of Activities

71.1 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.

72.0 Unallowable Costs

72.1 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.

- 72.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
 - 72.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
 - 72.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - 72.2.3 OMB Circular A-21 for educational institutions.
 - 72.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

73.0 Visitation, Inspection and Copying

- 73.1 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.

74.0 Warranty of Services

- 74.1 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.

75.0 Contract Documents

- 75.1 The following constitute an integral part of the contract:
 - 75.1.1 Terms and Conditions
 - 75.1.2 Scope of Work
 - 75.1.3 Administrative Methodology
 - 75.1.4 Service Methodologies
 - 75.1.5 Attachments
 - 75.1.6 Exhibits

Scope of Work
Community Action Program Services

- 1.0 **DES Vision and Mission Statement**
- 1.1 DES Vision - Every child, adult, and family in the state of Arizona will be safe and economically secure.
- 1.2 DES Mission - The Arizona Department of Economic Security promotes the safety, well-being, and self sufficiency of children, adults, and families
- 2.0 **Community Action Program Services** - The broad-ranging goals of these programs and services are intended to pursue the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.

Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.

- 2.1 **Definitions** – See Exhibit A, as may be amended.
- 2.2 **Community Services** - (Provided in every county in Arizona) The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.
- 2.3 **Case Management** - (Provided in every county in Arizona) The service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.
- 2.4 **General Transportation** - (Provided in Coconino, Navajo and Yavapai Counties only) The service provides or assists in obtaining various types of transportation for specific needs.

This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.
- 3.0 **Authority** - Pursuant to A.R.S. Section §41-1954 (A)(6) and (8), the Arizona Department of Economic Security has the authority to enter into contracts and to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.
- 4.0 **Funding** – Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), Emergency Shelter Grant (ESG), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

Scope of Work
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.	Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available CSBG funds.
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	Funds are distributed to designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Five percent of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available TANF funds.
Social Services Block Grant – Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process of Councils of Governments (COG's) - for General Transportation in the counties of Coconino, Yavapai, and Navajo counties.
Emergency Shelter Grant (ESG) Federal	Services to prevent evictions and homelessness.	Funds are distributed only to rural designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served.

Scope of Work
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five Percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties.

5.0 Contract Term

5.1 The contract term shall have an effective date of July 1, 2010 and shall end on June 30, 2015.

6.0 Administrative Requirements – The Contractor shall:

6.1 Comply with DES/DAAS Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:

- 6.1.1 COATES Human Services Reauthorization Act of 1998
- 6.1.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- 6.1.3 Stewart B. McKinney Homeless Assistance Act
- 6.1.4 ARS §46-241 Short Term Crisis Services
- 6.1.5 ARS §46-701 Utility Assistance
- 6.1.6 ARS §46-741 Neighbors Helping Neighbors
- 6.1.7 ARS §140.01 Identity, Citizenship (Prop 200)
- 6.1.8 Ensure that Publications contain the following statement:

"This project was funded by the Arizona Department of Economic Security, Division of Aging & Adult Services, Community Action Program. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

Requests for exception shall be directed to the DES/DAAS Contract Specialist.

6.2 Staffing and Security

- 6.2.1 Ensure that all staff members (and volunteers) shall have no conflict of interest in providing services.
- 6.2.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
- 6.2.3 Ensure that client/recipient confidential information is maintained in a secure location.

6.3 Equipment

- 6.3.1 Communicate with DES/DAAS electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from the DES/DAAS, U.S. Department of Health and Human Services (DHHS) Office of Community Services, and other web sites (unless the geographic area does not have Internet capability).

Scope of Work
Community Action Program Services

- 6.3.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for DES/DAAS reports, and to ensure that there is no disruption or degradation of services provided.
- 6.3.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

- 6.4 Service Provision
 - 6.4.1 Provide services directly, as allowed, or through subcontractors.
 - 6.4.2 Collect and report required client data.
 - 6.4.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
 - 6.4.4 Maintain documentation that appropriate case management staff has received training on the requirements of Proposition 200. (This does not apply to Tribal Contractors).
 - 6.4.5 Provide services that are appropriate to the language, culture and geographic location of the target group.
 - 6.4.6 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
 - 6.4.7 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (See Attachment A).

- 6.5 Networking
 - 6.5.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
 - 6.5.2 Form local partnerships with community agencies.
 - 6.5.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
 - 6.5.4 Collaborate to hold and participate in education, training, and information seminars, workshops, and conferences.
 - 6.5.5 Participate in conference calls and attend meetings initiated by DES/DAAS to receive training or obtain information.

- 6.6 Subcontract Related Service Provisions
 - 6.6.1 Document all costs associated with provision of contract services.
 - 6.6.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
 - 6.6.3 Ensure that subcontractors are in compliance with applicable administrative directives and forms.
 - 6.6.4 Ensure that subcontractors comply with Administrative Requirements as well as requirements specified in service scopes of work.
 - 6.6.5 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
 - 6.6.6 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor subcontractor, or DES/DAAS.
 - 6.6.7 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
 - 6.6.8 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements, or address other identified topic areas.
 - 6.6.9 Utilize client grievance procedures; which respond timely and effectively to customer complaints.
 - 6.6.10 Develop linkages between the coordinated service delivery system and other community resources.
 - 6.6.11 Identify service gaps among client populations, and develop and implement services or resources to meet identified needs.
 - 6.6.12 Address client barriers to service.
 - 6.6.13 Train appropriate personnel in the use and preparation of the DES EN-005 Application for Services form(s) as may be amended (See Exhibit B).

- 6.7 Monitoring and Evaluation
 - 6.7.1 Utilize instruments for monitoring/evaluating subcontractors.

Scope of Work
Community Action Program Services

- 6.7.2 Conduct at a minimum, on-site contract compliance monitoring of subcontractors at least every two years, to include but not limited to facilities, administrative and financial operations, and programmatic service delivery.
- 6.7.3 Establish and implement a process for service/performance improvement.
- 6.7.4 Participate in DES/DAAS evaluation studies, when required.

7.0 General Reporting Requirements – The Contractor shall:

- 7.1 Submit the following items and all notices to:

Arizona Department of Economic Security
DAAS Contracts Management Unit
P. O. Box 6123-Site Code 086Z
Phoenix, AZ 85005-6123

- 7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. (Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered/approved by, the Community Action Program Manager.)
 - 7.1.2 Updated Cost Allocation Plan by October 1, 2010 if not provided prior to contract start date.
 - 7.1.3 A correctly completed "Contractor's Equipment List", Form FES-1000AFORMA as may be amended, for all proposed equipment purchases costing \$1000 or more to be purchased in whole or in part with DES/DAAS funds. (See Exhibit C)
 - 7.1.4 Contractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
 - 7.1.5 Subcontractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
 - 7.1.6 By June 30th annually, a 12-month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the 12-month period beginning July 1st (of the same year), and for each: the type (desk or on-site) of monitoring, scope (administrative, fiscal, and/or programmatic) of monitoring, the specific service(s) to be monitored, and the target monitoring start and completion dates.
 - 7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).
- 8.0 Items Provided by the Department – The Department shall provide:**
- 8.1 Funding allocation information, as needed.
 - 8.2 A Contractor's Invoice and Statement of Expenditures form.

Scope of Work
Community Action Program Services

9.0 Community Services

9.1 Service Description

9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.

9.2 Service Information

9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

9.2.2 These goals will be accomplished through activities that:

1. Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty, in a manner responsive to local needs and conditions;
2. Organize a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
3. Coordinate the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown;
4. Ensure the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities;
5. Broaden the resource base of programs directed to the elimination of poverty.

9.3 Board Requirements – The Contractor shall:

9.3.1 Private, non-profit CAAs:

1. Select a Tripartite Governing Board that administers the services.
2. Ensure that the Tripartite Governing Board is comprised as follows:
 1. 1/3 are elected public officials, holding public office on the date of selection.
 2. 1/3 members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
 3. The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms with Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:
 1. Active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan.
 2. Active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services.
 3. Active participation in the identification and evaluation of ROMA Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.

Scope of Work
Community Action Program Services

5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
6. Conduct a minimum of 4 quarterly Tripartite Governing Board meetings per year that conform to Arizona open meeting laws.
7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
8. Ensure Tripartite Governing Board members receive appropriate training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.

9.3.2 **Public CAAs Advisory Board:**

1. Select members to serve on a Board in which 1/3 of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families.

9.4 **Community Action Plan Requirements – The Contractor shall:**

9.4.1 Develop, and implement when approved by DES/DAAS, a Community Action Plan that includes:

1. A description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs.
2. Contractors objectives that are aligned with the six national goals.
3. A description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate.
4. A description of the service delivery system for services provided or coordinated with CSBG funds.
5. A narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan.
6. A description of how linkages will be developed to fill gaps in services through the provision of information, referrals, case management, and follow-up consultations.
7. A description of how CSBG funds will be coordinated with other public or private resources.
8. A description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives.
9. A description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.
10. A description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community-based organizations.
11. A description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six CSBG national goals.

9.5 **Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:**

9.5.1 Participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services.

9.6 **Program Reporting Requirements – The Contractor shall:**

9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the DES Community Action Program Manager through written notification to the Contractor:

1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community served, by June 30th of each calendar year (Contractor must utilize format specified by DES/DAAS) (See Exhibit D).
2. Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall submit a Fourth Quarter Report, but shall include Fourth Quarter data with the Annual CSBG IS Report (See Exhibit F). (Contractor must utilize format specified by DES).

Scope of Work
Community Action Program Services

3. CSBG Information System (IS) Report by October 1st of each calendar year (See Exhibit F).
4. Schedule of planned Board meetings for the next 12 months, by June 30th of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form(All CAAs), as appropriate (See Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of the meeting date.
7. Current Organizational Chart by June 30th each calendar year, beginning 2011.
8. Current Agency Operations Spreadsheet by June 30th of each calendar year, beginning 2011.

9.7 Items Provided by the Department – The Department shall provide:

- 9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.
- 9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

Scope of Work
Community Action Program Services

10.0 Case Management

10.1 Service Description

10.1.1 A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.

10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

10.2 Service Information

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving the household closer to self-sufficiency.

10.2.2 All CAAs shall provide the following:

1. Case Management
2. Short Term Crisis Services (STCS) provide temporary assistance to persons at or below 125 percent (125%) of poverty, or 150 percent (150%) if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons,
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention,
3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services, and
4. special needs to secure or maintain employment.

10.2.3 All CAAs and designated LIHEAP agencies shall provide the following:

1. Utility Assistance Services that assist low income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. Households must be at or below 200 percent (200%) of poverty to receive benefits. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
 1. Utility payments or deposits for heating and cooling
 2. Temporary emergency shelter (if needed due to energy related crisis)
 3. Payment of water bills related to cooling (May 1 through October 1)
 4. Rental assistance where utility payment is included in the rent

10.2.4 Tribal entities shall provide utility assistance funded with Low Income Home Energy Assistance Program (LIHEAP). Benefits include:

1. Utility payments or deposits for heating and cooling
2. Payment of water bills related to cooling (May 1 through October 1)
3. Rental assistance where utility payment is included in the rent

Scope of Work
Community Action Program Services

- 10.3 Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**
- 10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.
 - 10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.
 - 10.3.3 Develop in collaboration with the client, a case management plan that includes the following:
 - 1. An assessment of the client's resources and needs.
 - 2. Specific objectives that relate to the goal of alleviating any immediate crisis situation.
 - 3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral.
 - 10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:
 - 1. Resolve any immediate crisis in a timely manner.
 - 2. Assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs.
 - 3. Arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.
 - 10.3.5 Complete a closing summary that includes at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.
 - 10.3.6 Participate in the development and implementation of a standardized "Client Self-sufficiency Matrix" to be used by all CAAs no later than December 31, 2010.
 - 10.3.7 Not later than January 1, 2011, complete a self-sufficiency matrix for a minimum of 25 percent (25%) of all case managed households.
 - 10.3.8 Utilize report formats specified by DES/DAAS. All Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revised Case Management and Contract Payment Verification Reports shall be submitted with Supplemental Invoices.
- 10.4 Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**
- 10.4.1 Follow all eligibility and procedural policies set forth in the DES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
 - 10.4.2 Use the DES EN-005 Application for Services form(s) as may be amended, in determining program eligibility (See Exhibit B).
- 10.5 Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**
- 10.5.1 Follow all eligibility and procedural policies set forth in the DES/DAAS LIHEAP Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
 - 10.5.2 Utilize the DES EN-005 Application for Services form(s) in determining program eligibility (See Exhibit B).
 - 10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.
 - 10.5.4 Utilize an in-house system to make payments to utility companies.
- 10.6 Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**
- 10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.
 - 10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide community action network.
- 10.7 Program Reporting Requirements – The Contractor shall:**
- 10.7.1 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the DES Community Action Program Manager through written notification to the Contractor:

Scope of Work
Community Action Program Services

1. Monthly Case Management Report (All CAAs and designated LIHEAP agencies) (See Exhibit H1 for July, August, September 2010 and Exhibit H2 for October 2010 forward).
2. Tribal LIHEAP Monthly Report (Tribal entity only) (See Exhibit I).
3. Emergency Shelter Grant Annual Report (rural CAAs only) (See Exhibit J) by August 31st of each calendar year.
4. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (See Exhibit K) by August 31st of each calendar year.
5. ESG Prevention, Operations, and Essential Services Quarterly Report (rural CAAs only) (See Exhibit L)
6. Quarterly ROMA Outcomes Report (All CAAs) (See Exhibit E).
7. Monthly CSBG - American Recovery and Reinvestment Act (ARRA) Report, as appropriate (See Exhibit M).
8. Monthly CSBG-ARRA Jobs Created or Retained Report, as appropriate (See Exhibit N).
9. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (See Exhibit O)
10. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (See Exhibit P)
11. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
12. Monthly Emergency Shelter Grant/Prevention Contract Payment Verification Form (rural CAAs only) (See Exhibit Q)
13. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit R).
14. Monthly CSBG-ARRA Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit S).

10.8 Items Provided by the Department – The Department shall provide:

- 10.8.1 The following report formats as may be amended by the DES Community Action Program Manager through written notification to the Contractor: Case Management Monthly Report, ESG Prevention Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.
- 10.8.2 Training on completing the Case Management Monthly Report, ESG Prevention Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual.
- 10.8.4 Low Income Home Energy Assistance Program Policy Manual.

ADMINISTRATIVE METHODOLOGY:

2.0

2.2.1 Organization Structure: The Gila County Community Action/Housing Services is one department within the Gila County Division of Health and Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action/Housing Services Program is under the Office of Community Services. Key staff of Community Action/Housing Services are: A Community Action/Housing Services Manager, a Case Manager serving Northern Gila County in the Payson area, a Case Manager serving Southern Gila County in the Globe area, a volunteer Case Manager in Hayden area, a CAP office Clerk in the Globe office, Housing Services assistant, Housing Rehabilitation Specialist, Davis-Bacon Specialist, Section Eight Housing Coordinator. Within the Office of Community Services there are Four departments: Community Services/Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, section eight housing choice voucher program, utility assistance, telephone assistance, eviction prevention, homeless services, and supportive and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Re-Employment and Pre-LayOff Assistance Center which provides services to dislocated workers. We are also designated as a WIA one-stop center, also Des Job Service and Unemployment are located in our building. In the Office of Community Services there are currently 42 staff total.

2.2.2 Confidential Information: All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into the T.H.O. database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.

2.2.3 Technology Equipment/Capabilities: The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Some Agency reports can be generated on an as needed basis using the T.H.O database. Software utilized by the Community Action/Housing Services agency are: Office 2007, Acrobat Reader and Microsoft Office.

ADMINISTRATIVE METHODOLOGY

2.2.4 Competitive Bidding Procedure: Gila County Community Action/Housing Services does not subcontract.

2.2.5 N/A Gila County CAP does not subcontract.

2.2.6 Linguistically/Culturally Appropriateness:

The entire Division of Health and Community Services including the CAHS Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available within CAHS staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All CAHS brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. CAHS staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,335. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 200. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are CAHS offices providing service in Payson, Winkelman, and Globe.

2.2.7 N/A Gila County CAHS does not subcontract.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

COMMUNITY SERVICES METHODOLOGY

3.0

3.1.1 The Gila County Community Action/Housing Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Non-Profit, and Low Income members. The Board By-Laws were re-written, approved and adopted by the Gila County Board of Supervisors on January 20, 2008. CAP facilitates four quarterly meetings per year which conforms to the open meeting law. The Advisory Board approves the CAHS Plan on a yearly basis.

3.1.2 To ensure participation of Low Income representatives on the Advisory Board, members of the Low Income sector are recruited primarily by Board discussion of prospective members, after which the person completes an application which is reviewed and a vote taken by the Board to accept or reject the application.

3.1.3 Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board does not review outcomes of case management efforts or evaluate the effectiveness of the service however this activity will be proposed for the next fiscal year. The Board reviews and approves budgets and expenditures on a quarterly basis.

3.1.4 The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

PRIVATE SECTOR

Annie Hinojos
Margret Celix
Lyn Canning
Ramona Ortiz

PRIVATE SECTOR

Robert Closs

LOW INCOME

Barbara Leetham
Audrey Opitz
Norberto Waddell

3.1.5 CAP Advisory Board meetings are scheduled by the CAHS Program Manager to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 18, 2010. Board meetings scheduled: Nov. 17, 2010, Feb. 16, 2011, and May 17, 2011, for the first contract year.

3.1.6 CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for

assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with CAHS staff. Often, with a phone call the utility company will accept a verbal commitment of payment by CAHS staff, and they will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and CAHS to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, CAHS staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

3.1.7 the most recent Needs Assessment was conducted in January 2009. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Action/Housing Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing. Where CAHS does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local non profits and some school programs. Some needs that we were not able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the CAHS case manager will provide clients with a description of services available from CAHS as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. CAHS has started a VITA Tax site in Payson and will be opening a new Vita Tax site in Globe, this will help keep clients within their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.8 CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.9 CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service, Gila County, HUD, Town of Payson, FEMA, HEAF, DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.

3.1.10 Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the home bound as well.

3.1.11 The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service, Veteran's Admin., and Job Core, Gila Literacy, Title I and all other required partners as stated in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Stop:

- a. Title I Adults, Youth, Dislocated Worker
- b. Job Corps
- c. Native American programs
- d. Migrant/Seasonal farm Worker Prog.
- e. Veterans Workforce Prog.
- f. Program authorized under Wagner/Peyser Act
- g. Adult education/literacy activities
- h. Vocational Rehabilitation Prog.
- i. Welfare to Work Prog.
- j. Senior community Sacs. Emp.
- k. Postsecondary Voc. Education
- l. Trade Adjustment Asst./NAFTA
- m. Community Service Block Grant
- n. Housing and Urban Dvp.

The Gila County Division of Health and Community Services is a division of Gila County. CAHS is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the Interagency network CAHS staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The CAHS T.H.O. data base tracks all ROMA performance requirements to achieve the six CSBG national goals. CAHS proposes the following measures under each performance goal.

Goals	Community Needs / Gaps in Service	Performance Measures
Low Income People Become More Self-Sufficient	The unemployment rate for Gila County is 18.2%, which is higher than the rate for the State of Arizona. Many of the jobs available are in the mining industry which is currently laying off hundreds of employees. These jobs historically offer high wages, but are union jobs and see many layoffs and/or strikes.	Unemployed & obtained a job Achieved living wage employment & benefits Obtained safe & affordable housing Participate in tax preparation programs Enrolled in discount programs
The Conditions in Which Low-Income People Live are Improved.	Due to the age of homes in Gila County and the fact that the population is older citizens many of the low-income homeowners reside in unsafe housing and cannot afford the cost of replacement housing. In addition, many homeowners are facing foreclosure because of questionable mortgages with high and/or variable rates.	Provide weatherization & home repair and home repair education Provide foreclosure mitigation services
Low Income People Own a Stake in Their Community.	Many low-income individuals do not engage in community activities and, therefore, do not actively participate in the decision making that impacts their lives. In addition many low-income individuals are reluctant to consider the possibility of becoming homeowners.	Provide opportunities for community members to volunteer at Gila County CAP. Provide housing counseling workshops to improve credit and information about home ownership.
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	The issues of limited resources that are available for human services programs is most effectively addressed through community and agencies collaborations and partnerships.	Facilitate the Continuum of Care and the Interagency meetings and participate in other efforts to provide services to fill identified gaps.
Agencies Increase Their Capacity to Achieve Results	Agencies have a limited capacity due to budget cuts in Gila County so services are cut to the low-income population. Especially hard hit is personnel to work with clients.	By networking, bringing in more volunteers. Petition funding agencies to Find a way to cut back on the extreme amount of paperwork. Which would allow more time for clients and increase our capacity to achieve results for local clients in need
Low Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	In order for individuals and families to participate effectively in programs that increase, assistance must be provided to stabilize financial crises. When financial stability is achieved, the households can then begin to consider engaging in a case management plan to address identified issues.	Provide financial assistance to stabilize financial crises. Refer households to programs that focus on preparing children for school. Refer households to programs that increase their living and parenting skills.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM

CASE MANAGEMENT METHODOLOGY

3.2

3.2.1 At intake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.

#1. Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client. CAHS case managers do not take applications over the phone or through the mail.

#2. If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

CAHS case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

#3 CAHS staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the CAHS clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. CAHS staff who take care of the front desk (the receptionist or CAHS clerk) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from CAHS is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities. Client surveys are located in the lobby with clear signage that lets clients appeal and give feedback on how CAHS is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments, appointments can be made at anytime during business hours. #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAHS funds, then those supportive services will be immediately be provided. If other resources are necessary to assist the client, then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified, the case manager will work the client in between appointments.

A crisis is defined as a separation of the family that resulted from domestic violence, loss of income, unforeseen circumstances that increased expenditures making it difficult to meet the following months budgeted expenditures, a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAHS has a screening document that quantifies risk factors. CAHS does not keep open appointment on a daily basis for clients in crisis, rather they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAHS proposes to provide case management to all low income families and individuals meeting the CAHS eligibility requirements, homeless, and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted, case managers will utilize HPRP as well as other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The CAHS staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility, denial, rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

3.2.2 Below is the case management model utilized by Gila County Community Services Program:

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals, start and targeted completion dates, tasks required to achieve the goals, who will complete the task and services to be provided and/or accessed. Strengths, past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems, using appropriate resources that the client, case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30, 60, and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4) For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to CAHS.

b.) After developing of the case plan which is outlined above in a), the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive, which is also entered into our T.H.O database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates, a copy of the EN-005, the Family Service Plan/updates, case notes, and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.

e) As an ongoing process of case management, the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan, at the request of the client to discontinue services, or by agreement of the case manager, program manager or Divisional Program Manager. At the time of closure, reasons for the closure will be documented in the client file. Reasons for case closure may be: due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.

d.)The CAHS case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.

e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status, the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal, the matrix is updated to indicate positive or negative movement toward the goal. The CAHS plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophies identified in the plan. The CAHS plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.

3.2.3 Case management services assist in achieving the six CSBG national goals by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the T.H.O. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. CAHS case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAHS. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

NOTICE OF ELIGIBILITY, DENIAL, APPEAL FOR SOCIAL SERVICES
Gila County Community Action
P O Box 1254
Globe, AZ 85502-1254
(928) 425-7631

Date: 6/11/2010

Dear:

Your application for social services has been approved. You will be receiving the following service:

_____ \$
_____ \$ -
_____ \$ -

Your application for social services has been denied. The reason(s) is/are:

Your income exceed Federal poverty levels.

You have already received assistance and by regulation cannot be assisted again at this time.
You MAY be eligible to reapply on: _____

You failed to provide requested verification needed to complete your application and to determine eligibility

Gila County CAP had no contract funds available at this time to assist you.

You requested your application not to be completed.

The program for which you applied required that you have a documentable crisis in the home.

Other

YOU HAVE THE RIGHT TO APPEAL THIS DECISION

If you believe that your application should not be denied you may appeal this decision. If you wish to appeal you or your authorized representative must do so in writing within fifteen (15) days of the mailing or delivery of this notification. Please notify the CAP office if you wish to appeal this decision. You will be assisted in your request to appeal.

Case worker Name: Maria Brusoe

Caseworker Signature: _____ Date: 6/11/2010

3.2.4

The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the T.H.O. data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency. Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the T.H.O. data base can also be printed out hard copy and maintained in the client file.

3.2.5

A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager in the effort to continue to improve and enhance service delivery to our clients. CAHS staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

3.2.6 Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a CAHS staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.

3.2.7 All clients are informed of the CAHS grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the CAHS Manager will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Manager, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005

3.2.8 As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community.

**GILA COUNTY DIVISION OF HEALTH COMMUNITY SERVICES
ALLOCATED FUNDS REPORT
SFY 2011**

<u>CONTRACTOR</u>	<u>E#</u>	<u>COUNTY</u>	<u>SVC</u>	<u>FUND SOURCE</u>	<u>COST TYPE</u>	<u>2011 AWARD</u>	<u>COMMENTS</u>
GILA		GILA	CMT-A	LIHEAP	A	14,222.00	
GILA		GILA	CMT	LIHEAP	V	222,500.00	
GILA		GILA	CMT	LIHEAP A16	A	15,623.00	
GILA		GILA	CMT	NHN	V	865.00	
GILA		GILA	CMT	SSBGLP	A	8,352.00	Total:
GILA		GILA	CMT	TANF	S	150,000.00	Vouchers 256077
GILA		GILA	CMT	TANF	V	0.00	130,767.00
GILA		GILA	CMT	QWEST	A	1,082.00	19,293.00
GILA		GILA	CMT	ESG	P	6,659.00	
GILA		GILA	CMT	LIHCON	A	1,473.00	
GILA		GILA	CMT	LIHCON	V	25,055.00	
GILA		GILA	CMT	LLVG	V	0.00	
				sub-total		445,831.00	
GILA		GILA	CSV-B	CSBG	A	150,000.00	140,000
GILA		GILA	CSV	CSBG	V	0.00	10,000
				sub-total		150,000.00	
GILA		GILA	CSV-C	CSBG-ARRA	A	0.00	
GILA		GILA	CSV-C	CSBG-ARRA	V	0.00	
				Total		595,831.00	

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	\$ 26,946	\$ 26,946
1	1	Divisional Accountant	\$35,422	50%+0=50%	\$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	\$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	\$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	\$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	\$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,426

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.0985 X \$110,334	\$ 10,868	\$ 5,434
TOTAL EMPLOYEE COST:		\$ 39,302	\$ 29,483

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	\$200 per month x 12 months	\$ 2,700	\$ 1,350
Per Diem	\$25 per day for 20 days for 10 FTE's	\$ 5,000	\$ 4,000
TOTAL TRAVEL COSTS:		\$ 7,700	\$ 5,350

5 SPACE

Item	Basis	Service Cost	CPIP Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparklets/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,278

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A			
TOTAL EQUIPMENT COSTS:		\$ -	\$ -
		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 10,800
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 12,000

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	\$1,713.30 x 12 months	\$ 20,560	\$ 9,764
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 15,924

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10

SUBTOTAL ADMINISTRATIVE COSTS:	\$ 223,372	\$ 171,459
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11 VOUCHERS

Item			Service Cost	CPIP Cost
1	LIHEAP	77	\$ 222,500	\$ 222,500
2	LIHCON	78	\$ 25,055	\$ 25,055
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 19,293	\$ 19,293
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 274,372	\$ 274,372

12			TOTAL COSTS: \$ 497,744	\$ 445,831
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REVENUE SOURCES:

CPIP Case Mgt.	\$ 445,981	\$ 445,831
CPIP CSV-B	\$ 150,000	
CPIP CSV-C	\$ -	
TOTAL REVENUE:	\$ 595,981	\$ 445,831
TOTAL REVENUE:	\$ 595,981	\$ 445,831

CMT-A Case Management ISB 10-11
Submitted 04/23/2010

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Community Services Director	\$81,994	50%+0=50%	\$ 40,997	\$ 4,100
1	1	Community Services Deputy Director	\$67,309	50%+0=50%	\$ 33,654	\$ 3,365
1	1	Divisional Program Manager	\$55,245	50%+0=50%	\$ 27,622	\$ 5,524
1	1	Divisional Special Projects	\$27,908	50%+0=50%	\$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	\$ 16,442	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	\$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	\$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	\$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	\$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 198,347	\$ 90,825

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
Health Insurance	\$595.83 per mo x 12 mo X 2	\$ 14,300	\$ 715
	\$595.83 per mo x 12 mo X 1	\$ 7,150	\$ 715
	\$595.83 per mo x 12 mo X 2	\$ 14,300	\$ 2,860
	\$595.83 per mo x 12 mo X 4	\$ 28,600	\$ 14,300
FICA	0.0765 X \$198,347	\$ 15,174	\$ 7,587
Vacation's Comp	0.003 X \$198,347	\$ 595	\$ 298
Retirement	0.0985 X \$198,347	\$ 19,537	\$ 9,769
TOTAL ERE COST:		\$ 99,655	\$ 36,243

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	\$321.17 per month x 12 months	\$ 6,000	\$ 5,832
Per Diem	\$25 per day for 20 days for 5 FTE's	\$ 2,500	\$ 2,500
TOTAL TRAVEL COSTS:		\$ 8,500	\$ 8,332

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 12,000	\$ 3,600
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 4,600

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10 **SUBTOTAL ADMINISTRATIVE COSTS:** \$ 319,503 \$ 140,000

11 VOUCHERS

Item	Basis	Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average \$500 x 20 households	\$ 10,000	\$ 10,000
TOTAL VOUCHER COSTS:		\$ 10,000	\$ 10,000

12 **TOTAL COSTS:** \$ 329,503 \$ 150,000

REVENUE SOURCES:

CPIP CSV	\$ 150,000	\$ 150,000
CPIP Case Mgt.	\$ 445,831	
TOTAL REVENUE:	\$ 595,831	\$ 150,000
TOTAL REVENUE:	\$ 595,831	\$ 150,000

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
N/A					\$ -	\$ -
TOTAL PERSONNEL COST:					\$ -	\$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL ERE COST:		\$ -	\$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL TRAVEL COSTS:		\$ -	\$ -

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	\$50 x 500 individuals for both activities	\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

	Basis	Service Cost	CPIP Cost
		\$ -	\$ -
TOTAL OPERATING SERVICE COSTS:		\$ -	\$ -

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:		\$ -	\$ -
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11 VOUCHERS

Item	Basis	Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average \$1,000 x 125 households	\$ -	\$ -
TOTAL VOUCHER COSTS:		\$ -	\$ -

12	TOTAL COSTS:		\$ -	\$ -
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REVENUE SOURCES:

CPIP CSV	\$ -	\$ -
TOTAL REVENUE:	\$ -	\$ -

TOTAL REVENUE:	\$ -	\$ -
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ARF-590

Consent Agenda Item Item #: 5- C

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Linda Eastlick, Submitted By: Linda Eastlick, Elections Department
Elections Director

Department: Elections Department

Fiscal Year: 2010-2011 and 2011-2012 Budgeted?: Yes

Contract Dates 11/16/2011 - 06/30/2012

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Amendment No. 1 to Professional Consulting Services Contract No. 2010/100 with Federal Compliance Consulting LLC.

Background Information

On November 16, 2010, the Board of Supervisors approved Professional Consulting Services Contract No. 2010/100 between Gila County and Federal Compliance Consulting LLC for redistricting of the Gila County Supervisorial Districts and proceeding with an application to the Department of Justice to bailout from Section 5 obligations pursuant to the Voting Rights Act of 1965. The College Districts nor Justice of the Peace Districts were not included in the initial contract., but are included in this Amendment No. 1.

Evaluation

It has been determined that redistricting the Community College Districts and the Justice of the Peace Districts will be required since both elect by district. This is the first time these areas must redistrict since at the time of the previous census, the Community College Districts did not exist and the JP's were not elected by district.

Conclusion

The Community College and Justice of the Peace Districts must redistrict and the most economic and efficient way to accomplish the task is to include them with the Supervisorial redistricting process.

Recommendation

The Elections Director recommends approval of Amendment No. 1 to the Professional Consulting Services Contract No. 2010/100

Suggested Motion

Approval of Amendment No. 1 to Professional Consulting Services Contract No. 2010/100 for redistricting services for the Gila Community College Districts and the Gila County Justice of the Peace Districts in the amount of \$15,000.

Attachments

Link: Amendment No. 1 to Contract 2010-100

Link: Original Contract 2010-100 Federal Compliance Consulting

Link: Agenda Review Form Contract 2010-100

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

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

Shirley L. Dawson, District III Supervisor
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
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

**PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 2010/100
REDISTRICTING & DEPARTMENT OF JUSTICE BAILOUT SERVICES**

AMENDMENT #1

Effective November 16, 2010, Gila County and Federal Compliance Consulting LLC, entered into a contract whereby Federal Compliance Consulting agreed to provide Redistricting and Department of Justice Bailout Services for the Gila County Elections department through June 30, 2012.

Amendment No. 1 will add the Gila Community College Districts well as the Gila County Justice of the Peace Districts to the contract for redistricting. Each of these jurisdictions are separate processes, with different dynamics, constituencies, and unique federal issues. Each of these jurisdictions will require its own Section 5 preclearance application, individually submitted to the Department of Justice (DOJ). Thus, each redistricting must be distinctive as required by federal law.

The Consultant estimates the cost for the college redistricting to be \$8,000.00 and the Justice of the Peace redistricting to be \$7,000 for a total of \$15,000. This not to exceed estimate is comprehensive and represents a worst case scenario. The \$15,000 fee estimate includes all non-litigation redistricting contingencies the Consultant anticipates, such as outstanding Section 5 preclearance issues, DOJ's requesting additional information, public opposition to any redistricting plan arising at public meetings, delays in DOJ preclearance of the statewide legislative redistricting plan, and having to draw more plans than anticipated to satisfy the Board of Supervisors. (Note: Fees and expenses for redistricting related litigation are not included in the proposed services and would require a separate agreement.)

Research Advisory Services, Inc., (RAS) will be the Consultants redistricting sub-consultant for this amendment. RAS will bill at the hourly rate of \$150.00 per hour and the Consultant will bill at \$300.00 per hour. The county will be billed on a monthly basis.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, 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 this _____ day of _____, 2011.

**PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 2010/100
AMENDMENT #1**

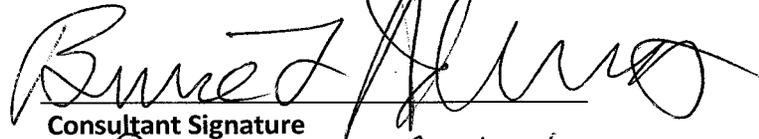
GILA COUNTY:

CONSULTANT:

GILA COUNTY BOARD OF SUPERVISORS

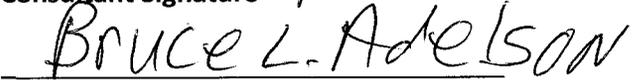
FEDERAL COMPLIANCE CONSULTING LLC

Michael A. Pastor, Chairman, Board of Supervisors



Consultant Signature

ATTEST



Print Name

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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



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

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

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

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

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 2010/100

GILA COUNTY DIVISION OF ELECTIONS GLOBE, ARIZONA

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

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

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

REDISTRICTING SERVICES:

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

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

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

Outreach to Community Leaders. Start date - January, 2011

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

Preparation of Materials for Meetings. Start date - January 2011

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

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

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

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

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

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

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

Publish Alternate Plans. Start date - June, 2011

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

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

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

Prepare Final Plans. Start date - August, 2011

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

Publish Final Plans. Start date - September, 2011

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

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

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

Additional Redistricting Services

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



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

Redistricting deliverables will include:

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

DEPARTMENT OF JUSTICE BAILOUT

Stage 1 Start Date - January, 2011

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

Deliverable

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

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

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

Deliverable

U.S. bailout application

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

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

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

Deliverable

Consensual bailout lawsuit documents

ARTICLE II – INDEMNIFICATION CLAUSE: Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that the Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

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

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

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

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

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

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



- Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant**".

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

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

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

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Birdie DeNero, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.





- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Birdie DeNero, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

ARTICLE IV – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontractor is suspended or terminated as a result, Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

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



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

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

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

ARTICLE VI – A.R.S. §35-397: Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan.

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

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

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



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

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

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 2010/100

GILA COUNTY DIVISION OF ELECTIONS
GLOBE, ARIZONA

GILA COUNTY BOARD OF SUPERVISORS

FEDERAL COMPLIANCE CONSULTING LLC



Michael A. Pastor
Chairman



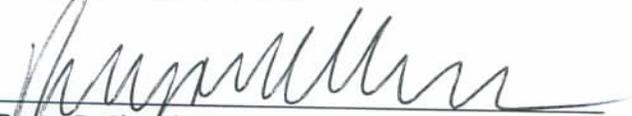
Bruce L. Adelson
CEO/Attorney at Law

ATTEST:



Marian Sheppard
Deputy Clerk of the Board

APPROVED AS TO FORM:



Bryan B. Chambers
Chief Deputy County Attorney



Work Session**Date:** 12/07/2010

Submitted For: Linda Eastlick, Elections Submitted By: Linda Eastlick, Elections
 Director

Department: Elections

Presenter's Name: Linda Eastlick

InformationRequest/Subject

Presentation/Discussion regarding redistricting of Gila County and proceeding with an application to the Department of Justice to bailout from Section 5 obligations pursuant to the Voting Rights Act of 1965.

Background Information

Redistricting: ARS 11-212 requires the Board of Supervisors to meet following the decennial census and divide the county into supervisorial districts. Thus, redistricting for Gila County will be done in 2011. The Board of Supervisors may appoint a citizens Redistricting Committee. The Redistricting Committee will work under the auspices of the Board of Supervisors, the Gila County Director of Elections, and consultants from Federal Compliance Consulting to obtain public input, hold public hearings, and review alternative redistricting plans.

Bailout: The State of Arizona entered into a Consent Decree with the United States Department of Justice (DOJ) on November 1, 1972 due to prior discriminatory voting practices. This original 25-year consent decree has been extended for another 25 years and requires every jurisdiction in the County which holds elections to pre-clear with the DOJ any change that impacts voters, including forms, polling sites, mail elections, etc. The County would like to "bailout" of this very expensive and time-consuming process for all affected jurisdictions.

Evaluation

In order to proceed with these two major projects, we have arranged for our consultants, Bruce Adelson, a former DOJ Civil Rights Division Senior Attorney, and Tony Sissons, a Census project management expert to meet with the Board of Supervisors. The consultants will provide the Board with background information and recommendations for progressing the redistricting and bailout processes and the Board can provide input and direction for the the consultants and County staff. In addition to presentations by the consultants, there will be open discussion about the information provided by the consultants and that the Board provide direction for proceeding with the projects.

A new resolution of the Board of Supervisors establishing guidelines for the selection of the Gila County Redistricting Committee will also be discussed. It is intended that content of the resolution be discussed and staff be directed to finalize the resolution for adoption at the December 14, 2010 meeting.

Conclusion

These presentations and the open discussion of Redistricting and Bailout with the Board of Supervisors will provide opportunity for the Board to provide important input and direction to these two projects. Both projects are complex and will be subject to much scrutiny on the part of the public, elected officials, County jurisdictions and the Department of Justice. A firm understanding of legal requirements and the Board of Supervisors desires is critical to ensuring the successful outcome of both projects.

Recommendation

Arrange for Bruce Adelson and Tony Sissons to make presentations to the Board of Supervisors on the topics of Redistricting and Bailout. Conduct open discussion of both Redistricting and Bailout with the Board of Supervisors, consultants, and County staff. Receive direction from the Board of Supervisors.

Suggested Motion

Presentation/Discussion regarding Redistricting of Gila County and Proceeding with an Application to the Department of Justice to Bailout from Section 5 Obligations Pursuant to the Voting Rights Act of 1965.

Attachments

Link: [Redistricting/Bailout Consultant Background and Experience](#)

ARF-552

Consent Agenda Item Item #: 5- D

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Debra Williams, Deputy Director of Emergency Services

Submitted By: Debra Williams, Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Emergency Services

Fiscal Year: CoFY2012 thru CoFY2014

Budgeted?: No

Contract Dates 02-22-2011 thru 02-21-2014

Begin & End:

Grant?: Yes

Matching No

Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

FEMA Project No. EMF-2011-RC-0001 (ADEM Award No: Grant No: RFC-09-AZ-2010)--Property Acquisition Affidavit for 668 N. Shady Lane, Tonto Basin, Arizona.

Background Information

The attached purchase contract will complete the acquisition phase of the FEMA flood mitigation award and project that was approved by the Board of Supervisors (BOS) on April 19, 2011. The property to be purchased is located at 668 N. Shady Lane in Tonto Basin. Deed restrictions are written into the contract that conform to grant project guidelines which call for the land to be maintained in its natural state in perpetuity.

Evaluation

The original acquisition amount offered has been reduced by the amount of a National Flood Insurance Policy payout to the homeowners dated after November 2009, the date of application submission, due to FEMA requirements preventing 'duplication of benefits'. The homeowners have been notified and voluntarily agreed to the reduced amount as defined in the Statement of Voluntary Participation. The balance of the unpaid acquisition funds must be reported and returned to FEMA as unspent project funds and cannot be applied to any other phase of the project.

Conclusion

Completion of the acquisition phase of this project allows for the demolition of structures on the property and restoration to natural state. FEMA allows for 3 years to complete this flood mitigation project. Current progress indicates completion within 12 months, barring any unforeseen events.

Recommendation

The Director of Health and Emergency Services recommends approval of the Chairman of the Board's signature on the attached Property Acquisition Contract-FEMA Project RFC-09-AZ-2010 in the amount of \$78,316.00. Funds to complete this purchase are provided by FEMA as a pass-through to the Arizona Division of Emergency Management, with no County match required.

Suggested Motion

Authorization of the Chairman's signature on documents for Property Acquisition Contract for FEMA Project No. EMF-2011-RC-0001 (ADEM Award No: Grant No: RFC-09-AZ-2010): "Statement of Voluntary Participation" and "Purchase Contract" in the amount of \$78,316, an amount funded in full (100%) by the grant award for the purchase of property located at 668 Shady Lane Road in Tonto Basin.

Attachments

Link: [Affidavit](#)

Link: [VoluntaryParticipation](#)

Link: [Purchase Contract](#)

FEMA AGREEMENT #: EMF-2011—RC-0001

ADEM AWARD #: GRANT # RFC-09-AZ-2010

AFFIDAVIT

I/we, Bruce and Brenda Pool, affirm the following:

1. I/we own real property at 668 N. Shady Lane, Tonto Basin, AZ ; Parcel; # 201-06-059U, and make this Affidavit in connection with the purchase of that real property by Gila County in conjunction with a property acquisition project funded under the Federal Emergency Management Agency's (FEMA's) Repetitive Flood Claims Program, Grant # RFC-09-AZ-2010.
2. I/we have received the following structural repair assistance funds as the result of flooding that occurred on January 21, 2010.

Flood Insurance	\$ 79,365
Disaster Housing Program Grant	\$ 0
State Individual & Family Grant (IFG)	\$ 0
Hazard Minimization Grant	\$ 0
Small Business Administration (SBA) Loan	\$ 0
Other: _____	\$ 0

3. I/we have received no other Federal assistance funds for structural repair other than that set forth above.

Property Owner Signature

Date

Property Owner Signature

Date

Notary Public

Seal

Signature

Date

My commission expires _____

STATEMENT OF VOLUNTARY PARTICIPATION

THIS AGREEMENT is made and entered into this 7^h day of June 2011, by and between, Gila County hereinafter referred to as "Sub-grantee," by its authorized agent Michael A. Pastor, and Bruce and Brenda Pool, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that they are the owners of property located at: 668 N. Shady Lane, Tonto Basin, AZ, Parcel # 201-06-059U, hereinafter referred to as "property."
2. Sub-grantee has notified Seller that the Sub-grantee may wish to purchase property, and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Sub-grantee has notified Seller that it believes the fair market value (FMV) of property, as of November 2, 2009 is \$156,547.00 minus \$79,365(flood insurance settlement) or \$ 77,206 (Amount of Compensation) as determined by appropriate valuation procedures publicized and implemented by Sub-grantee.
4. Sub-grantee has notified Seller that Seller is not required to sell property and Sub-grantee will not use its power of eminent domain for the purpose of this acquisition project to acquire property if Seller chooses not to sell it.
5. Sub-grantee has notified Seller that if Seller agrees to sell property to Sub-grantee, such a transaction is voluntary. Consequently, Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Sub-grantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs, and property identified above is not a part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
7. This Agreement shall expire at close of business on June 30, 2011 unless Seller has voluntarily sold property to Sub-grantee by that date.

PROPERTY OWNERS:

_____ Bruce Pool	_____ Date
_____ Brenda Pool	_____ Date

SUB-GRANTEE:

MICHAEL A. PASTOR, Chairman of the Board
GILA COUNTY

ATTEST:

By: _____
Marian Sheppard, Chief Deputy Clerk
Gila County

APPROVED AS TO FORM:

By: _____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, Gila County Attorney

Pioneer Title Agency, Inc.

"Commitment to Service"

812 E Ash Street P.O. Box 1293, Globe, AZ 85502

Phone: (928) 425-7119 • Fax: (928) 425-5057

PRE-AUDIT/ ESTIMATED HUD SETTLEMENT STATEMENT AGREEMENT

TO: **Pioneer Title Agency, Inc.**

RE: Escrow No.: **00406451-PSV**

DATE: **May 3, 2011**

It is agreed by the undersigned that the attached Pre-Audit/ Estimated HUD Settlement Statement, is an approximation only. That there may be changes in the escrow closing that occur, or that there maybe other unforeseen contingencies that arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of the account at the close of escrow.

Our signatures hereon designate our full approval thereof.

Each of the undersigned states that he has read the foregoing amended instructions and understands and agrees to them.

SELLERS:

BRUCE W. POOL

BRENDA S. POOL

BUYER:

GILA COUNTY, a BODY POLITIC

MICHAEL A. PASTOR, Chairman of the Board

ATTEST:

By: _____

Name: Marian Sheppard

Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM:

By: _____

Name: Bryan B. Chambers

Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney

SETTLEMENT STATEMENT

Pioneer Title Agency, Inc.
812 E Ash Street
P.O. Box 1293
Globe, AZ 85502

PRE-AUDIT figures are subject to change

1. FHA 2. FMHA 3. CONV. UNINS.
4. VA 5. CONV. INS.

6. ESCROW FILE NUMBER:
00406451-007 PSV

7. LOAN NUMBER:

8. MORTGAGE INSURANCE CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: GILA COUNTY, a BODY POLITIC

ADDRESS OF BORROWER: c/o KEVIN M. KENNEY, 5515 S APACHE AVE STE 400
GLOBE AZ 85501

E. NAME OF SELLER: BRUCE W. POOL and BRENDA S. POOL

ADDRESS OF SELLER: 1101 E 8TH ST MESA, AZ 85203
MESA, AZ 85203

F. NAME OF LENDER:
ADDRESS OF LENDER:

G. PROPERTY LOCATION: 668 N SHADY LANE,
TONTO BASIN, AZ 85553
Gila 201-06-059U
Parcel B5 of ROS 1685

H. SETTLEMENT AGENT: Pioneer Title Agency, Inc.
PLACE OF SETTLEMENT: 812 E Ash Street, P.O. Box 1293, Globe, AZ 85502

I. SETTLEMENT DATE: 05/25/2011 PRORATION DATE: FUNDING DATE:
DISBURSE DATE:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract Sales Price	77,206.00	401. Contract Sales Price	77,206.00
103. Settlement charges to Borrower (line 1400)	1,110.00	403.	
120. Gross Amount Due from borrower:	78,316.00	420. Gross Amount Due to Seller	77,206.00
200. Amounts Paid by or in behalf of Borrower:		500. Reductions In Amount Due To Seller:	
202.		502. Settlement charges to Seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. See Payoff Addendum	80,640.24
205.		505. See Payoff Addendum	38,915.75
220. Total Paid By/For Borrower	0.00	520. Total Reductions In Amount Due Seller	119,555.99
300. Cash at Settlement from/to Borrower:		600. Cash at Settlement to/from Seller:	
301. Gross amount due from Borrower (line 120)	78,316.00	601. Gross amount due to Seller (line 420)	77,206.00
302. Less amount paid by/for Borrower (line 220)	0.00	602. Less reductions in amount due Seller (line 520)	119,555.99
303. Cash FROM Borrower:	78,316.00	603. Cash FROM Seller:	42,349.99

SELLERS HEREIN ACKNOWLEDGE: CLOSING DATE IS AN ESTIMATION ONLY

INITIALS: _____

L. SETTLEMENT CHARGES:

700. Total Sales/Broker's Commission:		
700. Total Sales/Broker's Commission:		
Based on Price \$77,206.00 @ % =		
Division of Commission (line 700) follows:		
701. \$ to	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
702. \$ to		
\$ to FSBO		
703. Commission paid at settlement		
704.		
705.		
706.		
707.		
708.		
800. Items Payable In Connection With Loan:		
900. Items Required By Lender To Be Paid In Advance:		
1000. Reserves Deposited With Lender:		
1002. Mortgage Insurance		
1100. Title Charges:		
1101. Settlement or closing fee to Pioneer Title Agency, Inc.	435.00	
1109. Lender's Coverage		
1110. Owner's coverage \$ 77,206.00 to Pioneer Title Agency, Inc.	600.00	
1114. Courier Fee to Pioneer Title Agency, Inc.	50.00	
1200. Government Recording and Transfer Charges		
1201. Recording Fees: Deed\$ 25.00 Mortgage \$ Release \$	25.00	
1300. Additional Settlement Charges:		
1303. All 2010 taxes to GILA COUNTY TREASURER	(Seller \$1,651.78 POC)	
1400. Total Settlement Charges (Enter on line 103, Section J -and- line 502, Section K)	1,110.00	0.00

Payoff Addendum

BREAKDOWN OF PAYOFF ON HUD line 504

Payoff to: BAC HOME LOANS SERVICING, LP
 PAYOFF Mail Stop TX2-981-03-13
 7105 CORPORATE DRIVE
 PLANO, TX 75024

Loan #: 138492540

Description	Amount
Principal Balance	79,612.59
Interest from 06/01/2011 to 06/06/2011	74.64
Interest thru 06/01/01--- ESTIMATED	895.64
May Payment Late Charge, if applicable	27.37
Statement Fees, **estiamted	30.00
Total Payoff	80,640.24

Total as shown on HUD line #504. 80,640.24

BREAKDOWN OF PAYOFF ON HUD line 505

Payoff to: CHASE
 MAIL CODE OH4-7166
 3415 VISION DRIVE
 COLUMBUS, OH 43219

Loan #: 416010850245

Description	Amount
Principal Balance	38,384.70
Interest from 05/04/2011 to 06/06/2011	234.56
Interest due	264.49
Lien Release Filing Fee	2.00
fax fee **est	30.00
Total Payoff	38,915.75

Total as shown on HUD line #505. 38,915.75

PAYOFFS WILL BE UPDATED PRIOR TO THE CLOSE OF ESCROW

HUD-1 Settlement Statement Certification

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Buyers Signatures:

Sellers Signatures:

GILA COUNTY, a BODY POLITIC

MICHAEL A. PASTOR, Chairman of the Board

BRUCE W. POOL

Settlement Agent:

BRENDA S. POOL

Pioneer Title Agency, Inc.

Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ATTEST:

By: _____
Name: Marion Sheppard
Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM:

By: _____
Name: Bryan B. Chambers
Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney

ESCROW INSTRUCTIONS TO: **Pioneer Title Agency, Inc.**

812 E Ash Street
 Globe, AZ 85502
 (928) 425-7119

Escrow No: 00406451-PSV

Date: April 25, 2011

Escrow Officer: Peggy Valencia

BRUCE W. POOL and BRENDA S. POOL, Husband and Wife, as Community Property with Right of Survivorship

(herein called Seller) whose address is 1101 E 8TH ST MESA, AZ 85203, MESA, AZ 85203 Phone (480) 258-1864

GILA COUNTY, a BODY POLITIC

(herein called Buyer) whose address is 5515 S APACHE AVE STE 400, GLOBE AZ 85501 Phone (928) 402-8764
 hereby employ Pioneer Title Agency, Inc. to act as Escrow Agent in connection with a sale of the following described property situated in Gila County, Arizona, by Seller to Buyer upon the following terms and conditions, which shall be complied with by said parties on or before May 25, 2011 ("Close of Escrow"), except as otherwise specified herein.

PARCEL NO. 1

Parcel B-5, as shown on Record of Survey recorded as Survey Map No. 1685, being a portion of the Northwest quarter of Section 36, Township 6 North, Range 10 East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

PARCEL NO. 2

An easement for ingress, egress and utilities as created in instrument recorded at Fee No. 1998-14440, records of Gila County, Arizona, described as follows:

The East 30 feet of Parcel D, as shown on Record of Survey recorded as Survey Map No. 1542, being a portion of the Northwest quarter of Section 36, Township 6 North, Range 10 East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

which Seller represents to be: **668 N SHADY LANE, TONTO BASIN, AZ 85553, Tax Parcel No. 201-06-059U**

		<i>Items Marked With "X" Are The Obligations Each Party Will Pay.</i>	SELLER	BUYER
SALES PRICE to be paid by Buyer which is represented by:	\$ 77,206.00			
EARNEST MONEY TO BE DEPOSITED IN ESCROW	\$ 0.00	TAXES 2010 And Prior 2011 And Future	X	X
		Prorate To * NO 2011 TAX PRORATIONS		
CASH PAYMENT TO BE DEPOSITED IN ESCROW <i>** Does not include closing costs</i>	\$ 77,206.00	RECORDING FEES:		
	\$	Deed		X
		Encumbrance		
		Agreement		
IN THE FORM OF CERTIFIED FUNDS MADE PAYABLE TO PIONEER TITLE AGENCY		Release of Encumbrance		
		Affidavit of Value		
		Other:		
		ESCROW FEES		X
		OWNER'S TITLE INSURANCE POLICY		X

SEE PAGE 2 FOR BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS, IF ANY, FOLLOWED BY TERMS AND CONDITIONS OF ESCROW.

These Escrow Instructions contain Buyer and Seller Additional Sale Terms and Conditions, if applicable, along with 31 paragraphs of Terms and Conditions of Escrow, exclusive of any addenda, supplements or attachments. Please ensure that you have received and read all paragraphs of these Escrow Instructions, as well as any addenda, supplements or attachments.

Initials: _____ (Page 1 of 8) Initials: _____

BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS

Seller and Buyer agree as follows:

THIS IS A CASH TRANSACTION.

Seller and Buyer agree that these instructions are the only written agreement for the sale and purchase of the real property described herein, and shall constitute a binding and enforceable contract. Seller and Buyer shall each have the right of specific enforcement in the event of a default hereunder; however, nothing herein shall be construed to alter or adversely affect any of the rights of the Escrow Agent and/or Title Insurer hereunder.

Seller and Buyer acknowledge they are fully responsible for providing Escrow Agent with the terms and conditions of this transaction. Seller and Buyer are NOT relying on Pioneer Title Agency, Inc. in any way, and by signature of these Escrow Instructions, evidence that Escrow Agent has not advised them as to said terms and conditions. Should either Seller or Buyer require advice on the subject escrow, Pioneer Title Agency, Inc. recommends they contact their legal counsel and/or tax accountant.

All parties acknowledge that Escrow Agent makes no representations either orally or through these written Escrow Instructions as to the legal effect of the described transaction contained herein under all applicable laws, including, but not limited to, tax law, contract law or principals of law affecting the rights and responsibilities of the parties hereto. By execution of these instructions, all parties acknowledge they have been given sufficient opportunities to have these instructions reviewed by professional, legal and tax advisors of their choice and have satisfied themselves as to the legal and tax effects, consequences and risks that may be imposed by this transaction.

It is understood and agreed that the within described property is being sold and purchased in "AS IS" condition, no warranties expressed or implied, a matter for which the Escrow Agent need not be concerned.

ON-SITE WASTE WATER TREATMENT FACILITY

Buyer herein acknowledges and agrees in order to assist them in abandoning the septic system with the Arizona Department of Environmental Quality, that they will request a copy of authorized contractors from the Gila County Community Development Division, 608 EAST HIGHWAY 260, PAYSON, AZ 85541, (928) 474-7175. Said septic system shall be abandoned direct and outside this escrow after the close of escrow date.

Pursuant to A.A.C. R18-9-A316, whenever there is a transfer of ownership of a property that is served by an On-Site Wastewater Treatment Facility, the On-Site Wastewater Treatment Facility must be inspected by a qualified Inspector within six month prior to the transfer of ownership. **The requirement for the inspection cannot be waived, it is required by law.** The only exception to this requirement applies to a new on-site system which has never been used. A Notice of Transfer Form together with the transfer fee must be filed with the appropriate government authority for all transfers of ownership that include property being served by an On-site Wastewater Treatment Facility within fifteen (15) calendar days after the transfer (A.A.C. R18-9-A316E). **It is important to understand that whether or not the inspection and transfer are handled through escrow, it is still the responsibility of the Buyer and Seller to comply with this law.**

Escrow Agent has advised parties herein as to the importance of the provisions and requirements stated in the foregoing paragraph, however after reading and understanding the above stated paragraph the undersigned parties herein have elected NOT to inspect or transfer the On-Site Wastewater Treatment Facility. **Pioneer Title Agency, Inc.** is hereby relieved of any and all liability and/or responsibility in connection with same.

ADEQ RULES AND OTHER INFORMATION

The parties herein should contact the Arizona Department of Environmental Quality with any questions: The website for ADEQ is as follows: <http://www.azdeq.gov/environ/water/permits/wastewater.html>

The A316 form can be found at either the website noted above or: <http://www.azdeq.gov/environ/water/permits/download/presale.doc>

WELL

Buyer herein acknowledges that they have the right to request and pay for a well inspection *if so desired* of the well located on the subject property. However, Buyer does not require a well inspection *prior* to the close of escrow. Buyer herein relieves Pioneer Title Agency and Escrow Agent of any liability in regard to same.

BUYER AND SELLER HEREIN ACKNOWLEDGE: Under Arizona law, whenever there is a change in ownership of property on which a domestic water well is located, the registered owner of the well must notify the Arizona Department of Water Resources ("ADWR") of the change in ownership of the well and the new owner must furnish ADWR any information required to keep its records current and accurate. See A.R.S. §45-593.C.

Escrow Agent has advised parties herein as to the importance of the provisions and requirements stated in the foregoing paragraph, however after reading and understanding the above stated paragraph the undersigned parties herein have elected NOT to inspect or transfer the Well. Therefore the aforementioned Transfer or Abandonment will be not be handled by Pioneer Title Agency prior to the close of escrow or *after* the close of escrow. Seller and Buyer herein relieves Pioneer Title Agency and Escrow Agent of any and all liability and/or responsibility in connection with same.

TERMS AND CONDITIONS OF ESCROW

Seller and Buyer further agree as follows:

DEPOSIT/DISBURSAL OF DOCUMENTS AND FUNDS:

1. Deposit of Documents and Funds.

(a) They will deposit with Escrow Agent the necessary documents and funds to complete this transaction. Except for the earnest money deposit, all funds required hereunder shall be deposited into escrow prior to closing in the form of a cashier's check or wired funds. All foreign funds must be wire transferred in the form of U.S. Dollars.

(b) Buyer has deposited in escrow the sum of \$ **0.00** as earnest money, which shall apply towards the purchase price at close of escrow.

(c) All monies deposited with Escrow Agent in connection with this escrow will be deposited into one or more non-interest bearing escrow trust accounts of Escrow Agent with a financial institution (the "Funds Depository") whose deposits are covered by FDIC or FSLIC insurance. The parties acknowledge that funds so deposited are insured only to the limit provided by the FDIC/FSLIC and therefore release Escrow Agent from any liability for loss which may result from a lack of insurance as guaranteed by the current coverage of FDIC or FSLIC. The parties may request that any funds they deposit be placed in an interest-bearing account in accordance with instructions and fees as set forth in their Escrow Deposit Receipt.

2. Disbursement of Funds. Escrow Agent is authorized to pay, from funds deposited and held for said purpose, all amounts necessary to procure the documents and pay the charges and obligations necessary to consummate this transaction. The balance of the proceeds, if any, is to be paid to Seller(s) as their interest(s) may appear. Escrow Agent has no obligation to disburse any funds deposited by check/draft until advised by the bank that the check/draft has been honored. In the event any check/draft given by, or on behalf of, a party is subsequently dishonored, the party receiving the funds agrees to refund any remittance made to that party by Escrow Agent.

3. Completion, Recording and Delivery of Documents.

(a) Escrow Agent is authorized to execute and record on the parties' behalf the Affidavit of Real Property Value using the total consideration for the established value.

(b) Escrow Agent may, in its sole discretion, delete or make unreadable personal identifying information (such as social security or driver's license numbers) contained on documents to be recorded, unless such information is necessary for a document's validity or in order for it to be recorded.

(c) When these instructions have been complied with, the necessary funds have been deposited and the underwriter is willing to issue its title insurance policy(ies), Escrow Agent shall deliver to the proper person/entity, or file/record in the appropriate public office, all documents required to be delivered, filed or recorded to consummate this transaction.

PRORATIONS AND CHARGES

4. Assessments. Improvement lien assessments, homeowner's association assessments and irrigation fees, if applicable, are to be prorated based on the latest tax/assessment bill(s) available to Escrow Agent at the close of escrow. All transfer fees will be split equally between Buyer and Seller.

The amount of any assessment or fee that is a lien at close of escrow shall be paid: In full by Seller.

Any assessment or fee that becomes a lien after close of escrow shall be Buyer's responsibility. Escrow Agent is not liable in the event a subsequent tax/assessment bill is different from that used as the basis for the proration. Any adjustment necessary because of a change reflected in a later assessment bill will be settled between the parties outside of escrow. Seller and Buyer agree that all prorations required in this escrow shall be calculated on the basis of a 30-day month unless otherwise instructed.

5. Rents. Any rents are to be prorated based on a rent statement to be provided to Escrow Agent by Seller and approved by Buyer prior to close of escrow. Any security deposits will be charged to Seller and credited to Buyer.

6. Escrow Charges. Except in the case of VA or FHA loans, or as otherwise agreed between the parties, escrow charges will be allocated between Seller and Buyer as follows:

a. To be charged to Buyer: Recording fees for deeds; Reconveyance fees for any Seller liens effecting the property, courier/express mail charges for documents sent to Seller.

b. To be charged to Seller: Courier/express mail charges or Wire fees for Seller's proceeds and any other funds as directed by Seller.

c. Other fees or charges: Allocated to Seller and/or Buyer according to which party incurred the particular fee or charge.

7. Unclaimed Funds Charges.

A. Stale Dated Checks: If for any reason a check from Escrow Agent is not cashed within six (6) months from the date of issuance, a \$25.00 charge will be assessed by Escrow Agent for re-issuance of the check.

B. Escheat: If for any reason a check from Escrow Agent is not cashed for one year or more, Escrow Agent will deduct a charge of \$25.00 per month from the funds as custodian for maintaining the funds in its account until the entire sum of said uncashed check has been exhausted or a claim has been made for the remainder. In the event five (5) years elapses, any unclaimed remainder will be sent to the State of Arizona escheat fund.

C. Funds Held Pending Dispute Resolution: If for any reason funds remain in an escrow after the closing date due to a dispute wherein Escrow Agent has given Seller and Buyer at least thirty (30) days notice that said charge will accrue, Escrow Agent will deduct a monthly charge of \$25.00 from those funds as custodian for maintaining the funds in its escrow account. The deductions will occur on a monthly basis until (i) the entire sum in the escrow has been exhausted or (ii) the dispute has been resolved by mutual, written agreement or a final, non-appealable court order, whereupon Escrow Agent will distribute the remainder as directed in the agreement or court order.

PAYOFF/LENDER/INSURANCE REQUIREMENTS

8. Payoff Statements. Escrow Agent is authorized to act upon any statement furnished by a lienholder, payee or collection agent for a lienholder or payee related to the payoff of any lien against, or charge or assessment related to, the property, without liability or responsibility for the accuracy thereof. Any adjustment necessary because of a discrepancy between the statement furnished to Escrow Agent and an amount later determined to be correct shall be settled between the parties outside of escrow.

9. Lender Requirements. If Buyer is obtaining a new loan, Escrow Agent is authorized to furnish a copy of the Settlement Statement and any other information which may be required to Buyer's proposed lender in order to induce said lender to furnish the loan required to complete this transaction.

10. Homeowner/Fire/Hazard ("Homeowner's") Insurance will be provided as follows:

Cash transaction: Buyer will obtain insurance direct and outside of escrow. Seller and Buyer relieve Escrow Agent of any liability in the event Buyer chooses not to obtain insurance.

TITLE AND ESCROW

11. Escrow Instructions. Escrow Agent shall have no responsibility in connection with these Escrow Instructions until such time as they have been executed by Seller and Buyer and deposited with Escrow Agent. Escrow Agent shall not be bound by, nor be obligated to act upon, any instruction, demand or notice not in writing and signed by the party delivering such instruction, demand or notice.

12. Indemnification/Hold Harmless. Seller and Buyer relieve Escrow Agent of any liability for any errors or omissions by the Seller or Buyer as to statements furnished hereunder, representations made and/or the condition of the property. Seller and Buyer further agree to indemnify and hold harmless Escrow Agent against all costs, damages, attorneys fees, expenses and liabilities which it may incur or sustain in connection with this transaction, except as caused by the negligence or willful misconduct of Escrow Agent.

13. Title. Seller shall convey title by general warranty deed. Buyer will take title as determined before close of escrow. As the manner of taking title may have significant legal, estate planning and tax consequences, Buyer may wish to obtain legal and/or tax advice prior to making this determination.

14. Title Insurance. Unless otherwise specified in writing by the parties Buyer shall be provided, a Standard Coverage form of title insurance policy issued by Old Republic National Title Insurance Company. The title insurance provided for herein shall be subject to the conditions of, and evidenced by the commitment for, title insurance issued by said underwriter. Buyer should examine the commitment carefully for coverages provided and make its own investigation of matters related to the real property if not covered therein and considered material to Buyer.

CANCELLATION/RESIGNATION/DISPUTES

15. Resignation. At any time and in its sole discretion, Escrow Agent can resign as escrow agent by sending written notice to Seller and Buyer. Unless otherwise specified in writing by the parties, all money and documents held by Escrow Agent will be returned to the party who delivered them into escrow, less any applicable charges, without further liability.

16. Conflicting Demands. In the event conflicting demands are made upon Escrow Agent concerning these instructions or this escrow, Escrow Agent is authorized to hold any money and documents deposited hereunder until it receives mutual, written instructions or a final, non-appealable court order determining the rights of all parties. Alternatively, Escrow Agent may, at its discretion and at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In accordance with Paragraph 13; the parties will pay any expenses, costs and attorneys' fees incurred by Escrow Agent in connection with the interpleader action and any appeal. They therefore authorize and direct Escrow Agent to deduct all such expenses, costs and attorney's fees from any escrowed funds before depositing those funds into court.

17. Cancellation. Unless otherwise specified in writing by the parties, any party who wishes to cancel this escrow because of any material breach by the other party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel this escrow by delivering written notice of cancellation to either the breaching party or the Escrow Agent stating the nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to either the breaching party or Escrow Agent.

18. Release of Earnest Money. Escrow Agent is authorized, in the event of a dispute between Seller and Buyer regarding the earnest money deposited with Escrow Agent, to release the earnest money pursuant to the terms and conditions of these Escrow Instructions. Seller and Buyer specifically authorize Escrow Agent to act in its sole and absolute discretion in the release of the earnest money. Seller and Buyer agree to hold harmless and indemnify Escrow Agent against any claim, action or lawsuit of any kind, and from any loss, judgment or expense, including costs and attorney's fees, arising from or relating in any way to the release of the earnest money.

EXCLUDED MATTERS/PERSONAL PROPERTY

19. Personal Property. The following personal property is to be transferred as part of this transaction: NONE.

Escrow Agent assumes no liability for the transfer of personal property, its physical condition or legal status. Unless otherwise specified by the parties, any personal property is being transferred for no monetary value.

20. Excluded Matters. The following matters will be handled by the parties direct and outside escrow and Escrow Agent shall have no liability or responsibility therefore: possession of the real or personal property; transfer or payment of utilities (including but not limited to electric, gas, telephone, water, sewer or irrigation); collection of cancellation premiums from Seller's homeowners/fire/hazard insurance policy; renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance (except as set forth in Paragraph 10); payment of personal property taxes (other than for unaffixed mobile homes); and treatment of wood infestation.

MISCELLANEOUS

21. Real Estate Commissions. The parties represent there are no Broker(s) entitled to commission for this transaction.

22. Binding Contract/Amendments. These Escrow Instructions and any addenda, supplements or amendments thereto form the only binding contract wherein Seller agrees to sell and Buyer agrees to purchase the subject property under the terms and conditions contained herein. No addenda, supplement or amendment to these Escrow Instructions shall be of any force or effect unless made in writing, signed by the parties and delivered to and accepted by Escrow Agent.

23. Counterpart and Facsimile Signatures. Any documents pertaining to this escrow that are signed in counterpart shall constitute one document, including but not limited to, escrow instructions, supplements, deeds, acceptances, Affidavits of Value and Affidavits of Affixture. Escrow Agent may accept these escrow instructions with facsimile signatures and such instructions shall be considered contractually binding between the parties whether or not the originals are received by Escrow Agent.

24. Settlement Statements. Seller and Buyer understand that a combined Settlement Statement and/or Closing Statement may be provided to each party to facilitate this transaction.

Initials: _____ (Page 5 of 7) Initials: _____

25. Close of Escrow. The day established within which compliance with any requirements must be met shall end at the close of the regularly established public business hours of Escrow Agent for that day; provided, however, that should Escrow Agent or the applicable county recorder be closed on the Close of Escrow date, the requirements may be met on the next day that both are open for business.

STATUTORY DISCLOSURES

26. Purchaser Dwelling Actions. Pursuant to Arizona Revised Statutes ("A.R.S") §12-1363.L, notice is hereby provided to the buyer of a dwelling of the provisions of A.R.S. §§12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a buyer prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing, or selling dwellings. The complete statutory sections (located in Title 12, Article 14) can be viewed on the Arizona State Legislature's website: www.azleg.gov/ArizonaRevisedStatutes.asp.

27. Closing Protection Letters. Pursuant to A.R.S. §6-841.02.A, if you are a buyer or seller of a residential dwelling and a title insurance policy is to be issued by a title insurer through which Escrow Agent is underwritten, disclosure is hereby made that the title insurer may offer a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. A "residential dwelling" is defined as an owner occupied structure or an investment property that is designated for residential use by four or fewer families. (A.R.S. 6-841.02.C).

28. Uninsured Monies. Pursuant to A.R.S. §6-841.03, if you are a buyer or seller of a residential dwelling (as defined in Paragraph 31, Closing Protection Letters, above), disclosure is hereby made that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government.

29. Good Funds Law. All parties are aware and understand that Arizona Revised Statutes §6-843 requires that an escrow agent disburse money from an escrow account only if funds are deposited and available for withdrawal. Availability of funds is determined as follows:

- (i) ELECTRONIC TRANSFERS ("wired funds") are available for disbursement THE SAME DAY AS RECEIVED.
- (ii) CASHIER'S CHECKS, CERTIFIED CHECKS, OFFICIAL CHECKS AND TELLER'S CHECKS are available for disbursement THE SAME DAY AS DEPOSITED.

In order to avoid delays of two days or more, please use the above methods of payment whenever possible.

30. Arizona's Notary Laws. Under Arizona law, "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes, but is not limited to: (i) a driver's license issued by a state or territory of the U.S.; (ii) a U.S. passport, (iii) an identification card issued by any branch of the U.S. armed forces; or (iv) an identification card issued by the U.S., or a state or tribal, government containing the individual's photograph, signature and physical description. For purposes of a real estate conveyance or financing, such evidence may also include (i) a passport issued by a foreign government if accompanied by a visa or other documentation issued by the U.S. government to establish the individual's legal presence in the U.S or (ii) identification deemed acceptable by the U.S. Department of Homeland Security to establish the individual's legal presence in the U.S. and any supporting documents required by said Department. All forms of identification must be unexpired. To avoid any delays in closing your transaction, you should determine as soon as possible what form(s) of identification you have. If you do not have one of the forms specified herein, you should apply for and obtain an appropriate form of identification prior to closing.

31. PROFESSIONAL/LEGAL/TAX REVIEW. Seller and Buyer understand that Escrow Agent's employees are not licensed real estate agents or attorneys and are prohibited from giving legal, real estate or investment advice and will not negotiate the transaction. They further acknowledge that Escrow Agent has made no representations, either orally or through these Escrow Instructions, as to the legal effect of the transaction described herein under any applicable federal or state laws or regulations, including but not limited to tax or contract laws, or laws otherwise affecting the rights and responsibilities of the parties. By executing these instructions, Seller and Buyer acknowledge that they have been given sufficient opportunity to have these instructions reviewed by professional, legal and tax advisors of their choice and have satisfied themselves as to the legal and tax effects, consequences and risks that may be imposed by this transaction.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN THESE ESCROW INSTRUCTIONS. THEY FURTHER UNDERSTAND THAT ESCROW AGENT IS RELYING UPON THIS ACKNOWLEDGMENT IN CLOSING THE SUBJECT ESCROW.

Pioneer Title Agency, Inc.

"Commitment to Service"

812 E Ash Street P.O. Box 1293, Globe, AZ 85502
Phone: (928) 425-7119 • Fax: (928) 425-5057

ACKNOWLEDGEMENT OF CONTRACT CONTINGENCY REMOVAL

May 3, 2011

Escrow No.: **00406451 - PSV**

Seller/Buyer: **POOL/GILA COUNTY**

Property Address: **668 N SHADY LANE, TONTO BASIN, AZ 85553**

The Buyer and Seller acknowledge that the deposit of Buyer's final closing funds into escrow, and Seller's deposit of documents for closing, shall constitute approval that all conditions, contingencies or requirements contained in the Purchase Contract and/or Escrow Instructions have been met or are hereby waived.

Escrow Agent is instructed to proceed with the closing of the above referenced escrow.

GILA COUNTY, a BODY POLITIC

BRUCE W. POOL

MICHAEL A. PASTOR, Chairman of the Board

BRENDA S. POOL

ATTEST:

By: _____

Name: Marian Sheppard
Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM:

By: _____

Name: Bryan B. Chambers
Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney

Pioneer Title Agency, Inc.
Commitment to service

May 2, 2011

Buyer Receipt for Commitment

Pioneer Title Agency, Inc.
812 E Ash Street
Globe, AZ 85502

RE: Escrow No.: 00406451 - PSV
Seller/Buyer: POOL/GILA COUNTY
Property Address: 668 N SHADY LANE, TONTO BASIN, AZ 85553

The undersigned Buyers in the above-referenced escrow do hereby acknowledge receipt and approval of the Commitment for Standard Owners Title Insurance Policy including but not limited to the covenants, conditions and restrictions listed in Section 2 of Schedule B. The exceptions in said commitment are hereby acknowledged to be in conjunction with the property being purchased in the above referenced escrow.

GILA COUNTY, a BODY POLITIC

MICHAEL A. PASTOR, Chairman of the Board Date

ATTEST:

By: _____

Name: Marian Sheppard
Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM:

By: _____

Name: Bryan B. Chambers
Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney

at the request of Pioneer Title Agency, Inc.

When recorded mail to
GILA COUNTY, a BODY POLITIC
c/o DIV OF EMERGENCY MANAGEMENT
5515 S APACHE AVE STE 400
GLOBE AZ 85501
00406451-PSV

Tax Code: 201-06-059U

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

NO TRANSFER FEE NECESSARY – EXEMPT PURSUANT TO ARS 11-1134 A3

For the consideration of Ten Dollars, and other valuable consideration, I or we,

BRUCE W. POOL and BRENDA S. POOL, Husband and Wife, as Community Property with Right of Survivorship

do/does hereby convey to

GILA COUNTY, a BODY POLITIC

the following real property situated in Gila County, Arizona:

LEGAL DESCRIPTION: SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DEED RESTRICTIONS: SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

The Grantor warrants the title against all persons whomsoever.

DATED: May 3, 2011

BRUCE W. POOL

BRENDA S. POOL

State of Arizona }
 } ss.
County of }

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by BRUCE W. POOL and BRENDA S. POOL.

My commission expires: _____ NOTARY PUBLIC

Exhibit B

PARCEL NO. 1

Parcel B-5, as shown on Record of Survey recorded as Survey Map No. 1685, being a portion of the Northwest quarter of Section 36, Township 6 North, Range 10 East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

PARCEL NO. 2

An easement for ingress, egress and utilities as created in instrument recorded at Fee No. 1998-14440, records of Gila County, Arizona, described as follows:

The East 30 feet of Parcel D, as shown on Record of Survey recorded as Survey Map No. 1542, being a portion of the Northwest quarter of Section 36, Township 6 North, Range 10 East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

EXCEPT any portion lying within Parcel No. 1 above.

Deed Restriction
Hazard Mitigation Grant Program

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between Mr. Bruce and Brenda Pool participating in the federally-assisted acquisition project ("the Grantor") and Gila County Arizona, ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, The State of Arizona has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated March 11, 2011 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in **Gila County**, and **Gila County** participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, **Gila County**, acting by and through the **Gila County Board of Supervisors**, has applied for and been awarded federal funds pursuant to an agreement with the **State of Arizona** dated March 11, 2011 (**EMF-2011-RC-0001 Amendment # 0**) and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor

recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1. a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on March 11, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Grantor:

Grantee:

GILA COUNTY, a Body Politic

BRUCE W. POOL

MICHAEL A. PASTOR, Chairman of the Board

Date: _____

Date: _____

BRENDA S. POOL

Date: _____

State of Arizona }
 } ss.
County of }

The foregoing instrument was acknowledged before me this _____ day of _____, 2011], by BRUCE W. POOL and BRENDA S. POOL.

My commission expires:

NOTARY PUBLIC

State of Arizona }
 }
County of Gila } ss.
 }

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by MICHAEL A. PASTOR, Chairman of the Board of Supervisors for GILA COUNTY, a Body Politic.

My commission expires:

NOTARY PUBLIC

ATTEST

By: _____
Name: Marian Sheppard
Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM

By: _____
Name: Bryan B. Chambers
Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney

ARF-560
Regular BOS Meeting
Date: 06/07/2011

Consent Agenda Item Item #: 5- E

Submitted For: Paula Horn, Deputy Director of Prevention Services
Submitted By: Paula Horn, Health & Emergency Services Division
Department: Health & Emergency Services Division
Division: Prevention Services
Fiscal Year: 2011-2012 Budgeted?: Yes
Contract Dates April 1, 2011 through March 31, 2012
Begin & End:
Grant?: Yes
Matching No Fund?: Renewal
Requirement?:
Presenter's Name:

Information

Request/Subject

Offer and Acceptance for Solicitation No: ADHS11-00000347 with Arizona Department of Health Services.

Background Information

The Notice of Request for Proposal was placed on the regular Board of Supervisors' (BOS) meeting agenda dated 02/01/2011 under the consent agenda items. Gila County has been providing HIV care and support services to Gila County, Apache and Navajo Counties for over five years. The objective of the program is to provide care and support services as a part of the continuum of care in which addressing the needs of individuals with HIV disease and their families are coordinated, comprehensive, culturally appropriate, and accessible.

Evaluation

This funding will allow Gila County to continue to provide HIV care and support services in Gila, Apache and Navajo Counties. The mission of the Gila County HIV/AIDS Case Management Program is to increase knowledge and awareness of HIV/AIDS, and improve the quality of life for those who are HIV positive and their affected caregivers. The program provides them with resources within their communities and assists with barriers that would prevent them from receiving medical care and maintaining a safe environment in which to live.

Conclusion

Without this funding Gila County would be unable to provide HIV care and support services to Gila, Apache and Navajo Counties.

Recommendation

It is the recommendation of the Deputy Director of Prevention Services that the Board of Supervisors approve the Offer and Acceptance for Solicitation No. ADHS11-00000347 with the Arizona Department of Health Services in the amount of \$88,829.19 to provide HIV care and support services for the period of April 1, 2011, through March 31, 2012.

Suggested Motion

Approval of the Offer and Acceptance for Solicitation No. ADHS11-00000347 with the Arizona Department of Health Services in the amount of \$88,829.19 to provide HIV care and support services for the period of April 1, 2011, through March 31, 2012.

Attachments

Link: [ADHS11-00000347](#)

Link: [Request for Proposal](#)



Division of Operations

Office of Procurement

1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, DIRECTOR

March 31, 2011

Gila County Division of Health and Emergency Services
Attn: Malinda Williams
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

RE: Request for Proposal (RFP) No. ADHS11-00000347, HIV Care and Services

Dear Ms. Williams:

Gila County Division of Health and Emergency Services (Contractor) has been awarded a Contract pursuant to the Arizona Department of Health Services (ADHS) Solicitation ADHS11-00000347 to provide HIV Care and Services for the HIV Program. Enclosed is a copy of the executed Offer Acceptance and Contract Award.

The Contract requires the following Verification of insurance be provided to ADHS prior to commencement of work being performed by the Contractor. Therefore, a certificate of insurance must be submitted to ADHS within ten (10) days of receipt of this correspondence. The certificate of insurance must exactly match all the requirements and language provided in the Solicitation, Special Terms and Conditions, Insurance Requirements.

The Contractor must not begin work pursuant to the enclosed award notice until the ADHS Procurement Officer assigned to your Contract issues a written notice to proceed or a Purchase Order is executed. Such notice may be provided by email. The Purchase Order and final contract award amount will be dependent on final receipt of federal grant funds. The final grant funding may result in a budget amendment.

We look forward to a mutually beneficial Contract. Thank you for doing business with the ADHS. If you would like to review the procurement file associated with this solicitation, or if you have any questions please contact, Cindy Sullivan at 602-542-2934.

Sincerely,

A handwritten signature in cursive script that reads "Christine Ruth".

Christine Ruth
Chief Procurement Officer

Enclosure

Cc: Contract File



Offer and Acceptance

SOLICITATION NO: ADHS11-00000347

PAGE

32

OFFEROR:

OF

64

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams Street

Phoenix, Arizona 85007

(602) 542-1040

(602) 542-1741 Fax

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

86-6000444

Federal Employer Identification No:

Phone:

Fax:

Michael A. Pastor 2/1/11
Signature of Person Authorized to Sign Offer

Gila County

Company Name

1400 E. Ash Street

Address

Michael A. Pastor

Printed Name

Globe

AZ

85501

City

State

Zip

Chairman, 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 75.5 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/ 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. §35-397, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran
- 6 In accordance with A.R.S. §35-397, 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

31st

day of

March

20 11

Bryan Chambers

Bryan Chambers
Chief Deputy

Gila County Attorney

Procurement Officer

Christine Ruten

4.1 Executive Summary

The Mission of the Gila County HIV/AIDS Case Management Program is to increase knowledge and awareness of HIV/AIDS, and improve the quality of life for those who are HIV positive and their affected caregivers. The program provides them with resources within their communities and assists with barriers that would prevent them from receiving medical care and maintaining a safe environment in which to live.

The Gila County HIV/AIDS Case Management program has provided services to our targeted population since 1998 with the same level of excellence and equality. The service area of our three counties is 25,875 square miles. The current Case Manager has been providing service to this area for almost 4 years now and has built a rapport and trust with clients and providers that are important to the success of the program. Confidentiality is one of the top priorities for people living with HIV/AIDS in a small rural community and continuity of care is also important for adherence to treatment.

The Case Management services provided through our Program include but are not limited to intake, needs assessment, education, risk reduction, counseling, and referral services. Staff also locates and coordinates with available resources in the effort to meet specific needs of our clientele. We make every effort to tailor the services to the clients need and ensure our referrals are appropriate and confidentiality is maintained. In our rural service area, HIV medical care often requires the burden of distant travel, the access to care is at a minimum of 50 miles or greater in most cases. As many of our clients do not have transportation it is essential for the Case Manager to travel to them for much of the needed documentation when time is a factor.

The HIV/AIDS Program staff has established strong interagency linkages to the County Health Departments and Indian Health Service Units in our service area to ensure that newly diagnosed clients and clients who move into our area are aware of our services and they are afforded the opportunity to obtain those services. Area Dentists and Physicians are also working with our program to coordinate care in a comfortable environment. This program assists in the continuum of care that is necessary for individuals who are infected with HIV/AIDS in maintaining medical and medication adherence, and a good quality of life.

Our clients provide feedback that is vital to the adaptation of our program; we have been able to increase our resource list of services due to this collaboration. The clients interact with each other as a result of Support Groups that have been developed by the current Case Manager enabling them to have a feeling of belonging and reduce the loneliness factor that can be felt in these small rural communities.

The entire Division of Health and Emergency Services, including the HIV/AIDS Department provides services to a diverse and targeted population with the same level of commitment to excellence and equality. Cultural diversity is taken into consideration when services are offered. Bilingual staff is available within the department to assist the non-English and monolingual population and a sign language interpreter and a Spanish language translator is available if the need arises. For our Native American clients we have a liaison from the Apache and Navajo tribes that will assist us with translation. Most program brochures are available in English and Spanish. The HIV/AIDS program provides “family focused” services because the family is an essential element in the clients treatment program. The HIV/AIDS program does not discriminate on any basis. Program staff provides services to our targeted population with attention and consideration of cultural issues with various groups within our services area. In addition, staff has received training regarding multi-cultural awareness and will continue to seek future trainings to assure cultural sensitivity is ongoing.

This Proposal is submitted in the effort to afford our program the opportunity to continue to provide much needed Case Management Services and to provide funding for the support services needed to maintain a healthy lifestyle. Services will be provided to all eligible individuals who are living with HIV/AIDS and their affected caregivers in our service area, which is Gila, Apache, and Navajo counties. There are also services provided to the Navajo and Apache Reservations within this area.

The program staff is well trained and has extensive experience and expertise. The Gila County HIV/AIDS Case Management Program team is devoted to identifying the immediate and unmet needs of our clientele and in providing quality services.

Method of Approach

4.2. Written Narrative

The Gila County HIV Care and Services Program provides support services to low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/Aids. All HIV positive clients and family members affected by the HIV diagnosis in Gila, Apache, and Navajo county are entitled to non-medical case management services through the Gila County HIV case manager.

There are several clinics available for HIV positive clients living in Gila, Apache, and Navajo County. Dr. Downing of Northland Cares is the HIV M.D. that covers all three counties. North Country has Federally Qualified Health Care Centers located in Springerville, Show Low, Holbrook and Winslow. North Country works via telemedicine with Dr. Downing. The Gila County Office of Health also collaborates with Dr. Downing to provide an additional satellite outpatient clinic in Payson for HIV clients only. This clinic is held once a month and is available to all clients in Gila, Apache and Navajo Counties, making it more convenient for these clients to access HIV Care. Northland Cares and North Country provide the core medical services to HIV positive clients in these three counties. The Gila County Office of Health provides all of the supportive services to the HIV positive clients residing in these three counties.

Support Services

Case Management (non-medical)

The Case Manager provides assistance and guidance to the clients in obtaining medical, social, community, legal, financial, and other needed services. Case management services are provided in a manner that is culturally and linguistically appropriate for the client. The Case Manager meets with each client in an environment that provides confidentiality, privacy and a sense of security for that client. Initial meetings are often held outside the client's home until a rapport is established between the client and Case Manager. Meetings may take place at the client's home, the local Health Department, a restaurant, or even on the side of the road. The Case Manager has an unmarked vehicle containing a locked brief case to ensure patient confidentiality.

The case manager meets with clients on an individual basis to help prioritize client needs and set long and short term goals based on those needs. An initial face-to-face meeting with the client is scheduled for an assessment of client service needs. The case manager conducts an eligibility screening and coordination of benefits for all applicants. Information is gathered regarding the

individual's eligibility for Ryan White services including identity, income, residency, HIV status and a denial from AHCCCS are obtained. The case manager assists the client with the application process for insurance. This screening determines the payment source only; it does not impact the non-medical case management services provided. The Case Manager and client discuss available outpatient care in their area. Once the client decides upon a particular site, the Case Manager contacts the physician's office to schedule an appointment. Paperwork for lab work is either faxed directly to the lab or faxed to the Case Manager to give to the client. It is essential that the client see a physician as soon as possible. This visit provides education, direction and support for the client; basically, this visit provides the client with hope.

Once the client has seen the physician a comprehensive, individualized care plan can be developed based on client needs. The Gila County Case Manager works with the client to ensure they have the necessary insurance to obtain their medications. If the client has insurance, the case manager assists them in obtaining their medication from a pharmacy that can provide their HIV medications. If they do not have insurance, than an ADAP application is completed, and a 30 day supply of medications will be provided until AHCCCS eligibility is determined. If the client does not have dental insurance, the Case Manager assists the client complete the Delta Dental application and the paperwork is submitted to SAAF in Tucson for approval.

Together the client and Case Manager establish a plan of action to work toward the client's goals. Some clients just need a sounding board to organize their thoughts; others need additional assistance to obtain their goals. Some clients can make their own appointments, keep their appointments, get their lab work and refill their prescriptions with a minimum amount of assistance. These clients require less face-to-face contact. Communication does occur in other forms such as telephone, email, fax, text, and regular mail. Other clients require a great deal of non-medical case management. They may need to have the Case Manager assist them through every step of each process. A periodic reevaluation and adaptation of the plan is done at a minimum of every six months on all clients.

Case management is constantly changing and evolving based on the client's medical and personal needs. Clients are assisted with coordination of doctor's appointments, lab work, and pharmacy needs. Coordination of additional referrals is also handled such as for vision screenings, influenza vaccines, and oral health care. For example, if the client requires dental work and is enrolled in Delta Dental, the Case Manager provides the client with a list of eligible contracted dentists within their area and assists the client in making an appointment. A pretreatment estimate is sent to the Case Manager by the dentist. The Case Manager schedules a follow-up visit with the client to review the estimate and determine what the program can pay and what amount is the client's responsibility. A referral letter is sent to the dentist stating the amount that will be paid by the program and that any additional amounts will need prior authorization.

The Case Manager keeps up-to-date on the services available within their communities. The clients are provided assistance in obtaining those resources necessary to obtain the client's goals. Assistance provided may include, but are not restricted to, helping the client obtaining a job, ensuring the client resides in a nurturing environment that is safe, and ensuring that the client can obtain essential needs such as food, clothing, and utilities. The overall goal of these services is to ensure that the client has access to care and to optimize health outcomes for people living with HIV/AIDS.

Emergency Financial Assistance

Program clients experience the same "emergencies" as all other individuals do. Because of their health status these emergencies may have a severe impact on their financial situation. It is the responsibility of the case manager to provide assistance during these times. When other resources are not available, this assistance may include emergency financial assistance such as utility assistance, housing, food cards, medications, and unexpected medical expenses directly related to HIV care. Individuals who are underinsured or uninsured can be provided temporary medications until insurance is obtained. If an individual is on AHCCCS and it is not covered under the formulary, then the Case Manager can pay for the medication. Emergency Financial Assistance is a short term solution, not an ongoing service.

HIV clients that are eligible and have a need for assistance can receive financial assistance to pay their premiums to extend their health insurance for a transitional period until they obtain new coverage. Low income clients that qualify can also receive assistance with copayments and deductibles on an emergency basis. It is the case manager's responsibility to determine the client's eligibility according to program guidelines. Due to the current economic situation, there has been an increase in the number of clients that need co-pay assistance.

Psychosocial Support Services

Clients in Apache and Navajo Counties have a support group that meets once a month. The group is facilitated by a Psychiatric Mental Health Nurse Practitioner and the Case Manager also participates in these meetings. These support meetings are a time for social interaction in addition to education for the HIV positive client and any affected care givers who wish to participate. A topic regarding living with HIV is discussed such as medication, reading lab work, herbal therapy, side effects of medication, and social concerns such as loneliness and living with HIV in a small community. Members have an opportunity to attend two retreats each year. The case manger is currently trying to organize a support group in Gila County.

If the client needs more personalized services, the Case Manager provides them with numbers for local Counseling Centers, or, with the clients consent, will request the closest Counseling Center to contact the client. In Show Low there is Community Counseling Center and in Springerville there is Little Colorado Counseling Center. In Gila County clients can receive services from Horizon Human Services, Chicanos Por La Causa, Inc., Rim Guidance, and Arizona Children's Association. Financial assistance can be provided for those clients that are uninsured or underinsured in Gila County only.

Treatment Adherence Counseling

The case manager reinforces the impact medical compliance provides on the client's health status. The case manager supports the doctor's advice and ensures that all the clients concerns have been addressed by the physician. Communication between the physician and the case manager is essential in order to enable the case manager to address any questions the client may have. The case manager also provides guidance and support to family members affected by the clients condition, and ensures they understand the medical plan. Treatment Adherence Counseling involves collaborative team effort between the physician, client, family members and the case manager. The case manager addresses the concerns and side effects that may affect the client's compliance to treatment and works with the physician to find a solution. Memory loss is an issue for many clients and the case manager assists these clients in remembering critical medical appointments. The Case Manager is an essential piece in the support network of the client.

Food Bank/Home-Delivered Meals

There are various food banks located in Gila, Apache and Navajo Counties. The Case Manager ensures that the clients are aware of local food banks and advises the clients when an additional food box service becomes available. Store gift cards may be provided for individuals to purchase household supplies and hygiene items. The Case Manager may purchase a community value food box for a client from a local food bank or provide a gift card to a local supermarket for the purchasing of groceries.

Housing Services

The Case Manager can provide short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. If the client does not qualify for the Community Action Program, the Northern Association of County Governments, or any other resources, and qualifies for Ryan White Services; the Case Manager may provide financial assistance for utility deposits, housing deposits, propane, and other utilities on a short term basis as the payer of last resort.

Medical Transportation Services

All three counties are rural, and transportation is a major issue for many clients. Those who are uninsured or underinsured are provided with gas cards or access to public transportation by means of bus passes, taxi or van services to enable them to get to their core medical services and support services. AHCCCS provides transportation for enrolled clients whose appointments are over 50 miles from their home. The Gila County case manager will provide gas cards for Gila County clients for medical and support services; gas cards for support services will be provided to clients in Apache and Navajo Counties. All individuals in all counties will be provided with assistance in coordinating and scheduling their transportation needs when necessary.

Administrative Support

The Gila County Case Manager will be a member of the Northern Consortium which consists of Gila, Apache, Navajo and Coconino Counties. This consortium has meetings scheduled on a quarterly basis to discuss the statewide needs assessment as well as regional concerns. Local resource inventories are updated as needed by the Gila County Case Manager. The Case Manager travels to different regions of the state to take part in regional group meetings, and will work with the ADHS Ryan White Part B Program Data Manager to provide local groups with epidemiological support and data analysis as needed in the development of local needs assessments. The program will be assessed continuously by the Case Manager in collaboration with the Deputy Director of Prevention Services to ensure clients receive accurate health education, interventions and support with respect and integrity.

4.3 Program Implementation Plan

See Attachment 1

Case Management (Non-Medical)

The case manager provides advice and assistance in obtaining medical, social, community, legal, financial, and other needed services to individuals in Gila, Apache and Navajo Counties who are diagnosed with HIV/AIDS. Case management will be provided to all clients regardless of the federal poverty level needed for eligibility of support services. Clients who are newly diagnosed, have relocated to our area, or have dropped out of care and would like to resume services will be contacted within 7 days of notification of the case manager. New clients will be evaluated for eligibility and made aware of the services available to them within 14 days from the initial contact with the case manager. Each client will have a current comprehensive individualized care plan, and clients will be provided with a comprehensive list of appropriate community resources.

The referrals into case management can be obtained from several different sources including; doctors, health departments both local and state, hospitals, testing facilities, other case management facilities and client recommendation. The case management contact information is

also available on the Arizona Department of Health Services website, local county websites, and ADHS provided Care Planners. A referral base with a list of contacts must be established by the case manager. Once notified of a new HIV/AIDS's positive client by these various sources, the Case Manager will contact the individual within 7 days to schedule an initial visit.

The implementation of case management has many tasks to ensure all clients' needs are met. The Case Manager must have a complete understanding of the necessary paperwork required for proof of eligibility for the Ryan White Program. All documentation must be gathered and completed as needed. An initial face-to-face intake with the client is scheduled for an assessment of client service needs within fourteen days from referral date in an environment that provides confidentiality, privacy and a sense of security for that client. The case manager will screen all clients for Ryan White Part B support services and determine eligibility for additional medical and social services. Client's will acknowledge their rights and responsibilities. The case files and non-medical care plan are established. The case manager along with the client meets on a regular basis to help prioritize client needs and set long and short term goals based on those needs. The care plan is re-evaluated at a minimum of every 6 months.

Networking with local service providers and other service groups is an important part of case management. The case manager compiles a list of local resources and keeps up-to-date on the services available. The clients are provided assistance in obtaining resources necessary to obtain their goals. The case manager assists the client in obtaining the resources by making phone calls, providing contact information such as name and phone number, educate the client on the eligibility requirements for the service requested, fax appropriate paperwork if needed, and provide access to on-line computer applications. The client may also required assistance from the Case manager in completing necessary paperwork and documentation needed for additional services.

The evaluation of case management will consist of client follow up, eligibility of Ryan White Part B enrollment, quality assurance of case files, data entry into CAREWare HRSA approved data system, and client satisfaction with the program. Quality assurance will consist of the case manager and the Deputy Director reviewing all case files on a quarterly basis. The Deputy Director and the Registered Nurse back up will be available to assist the case manager on a case by case basis as situations arise. The CAREWare HRSA approved data system will be utilized to produce reports to ensure service encounter evaluation. Clients will be provided a client satisfaction survey annually to obtain feedback from the client to improve program and meet client needs.

Budgeting for case management is produced by timesheets for salary costs, travel reimbursements and general office supplies. The county accounting system tracks the expenditures on a monthly basis to ensure contractors expenditure report is completed

accurately. The internal charges are billed each month for telephone, cell phone usage, postage, internet access charges, gas and maintenance of vehicles, and employee related expenses. The accounting clerk is responsible to complete the state quarterly contractors expenditure report. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for case management will consist of review of client satisfaction surveys for potential areas of improvement. The case manager and the accounting clerk will analyze expenditures on a quarterly basis and project future expenditures. The CAREWare HRSA approved data system will be updated fifteen days after activity and a monthly report will be generated. Client records will be evaluated to ensure that new clients are contacted within 7 days and receive an intake visit within 14 days of referral. Local resources will be reviewed and updated as needed. Quality assurance of case files will ensure accuracy of case management. The overall goal of case management is to provide services to ensure that the client has access to care and to optimize health outcomes for people living with HIV/AIDS.

Emergency Financial Assistance

The case manager takes the appropriate steps to provide short-term payments to agencies or establishes voucher programs to assist with emergency expenses related to essential utilities, housing, food and medication when other resources are not available. Emergency financial assistance consists of determining the clients eligibility for Emergency Financial Assistance, locating all resources available to the client within the service areas, providing the client with the list of resources, and assisting the client in eliminating any barriers to receiving financial assistance from sources other than Ryan White.

The case manager will contact all resources for financial assistance to determine eligibility criteria for each program and create a directory of available services. Emergency financial assistance will consist of eligibility for Ryan White Part B services, client needs, resource directory, verification of services used within grant year, allowable services, payment of services, and documentation as payer of last resort. The case manager will meet with the client to obtain necessary documentation for eligibility for Ryan White Part B services which will verify HIV Status, residency, and household income. Once the case manager has determined the client meets at or below 300% of poverty level requirement then documentation as payer of last resort must be obtained. Case manager and the client will review the care plan and the budget to determine what services the client needs. The client submits a request for emergency financial services and the case manager provides available resources to contact initially. The case

manager can provide emergency financial assistance for utilities, housing, food, medication not covered by AHCCCS or pending ADAP approval, unexpected medical expenses related to HIV condition, health insurance premiums and co-pays and deductibles. If the client has utilized all other resources the case manager will assist with the financial assistance as payer of last resort by payment directly to provider, no direct payment to client are allowed. The case manager will verify the client has not had previous assistance in this funded service in current funding year. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. Evaluation of emergency financial assistance will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. Local resources for any gaps in services will be sought.

Budgeting for emergency financial assistance is monitored using an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The emergency financial assistance expenditures will be evaluated per client per cost. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for emergency financial assistance will be to provide clients with an up to date directory of resources in each service area. The case manager will ensure the emergency financial assistance through the Ryan White Part B is payer of last resort. The case manager and Deputy Director will determine which services were provided through Ryan White and seek out other resources for those services. Quality assurance of case files will ensure accuracy of case management. The overall goal of the emergency financial assistance is to assist with emergency expenses related to utilities, housing, food, medication, and medical expenses when other resources are not available.

Food Bank/Home Delivered Meals

The case manager acts to provide actual food, meals and essential household supplies such as hygiene items and household cleaning supplies. Food Bank/Home delivered meals consists of providing those clients who need assistance with a list of local resources that provide food or

household supplies within their community. The case manager can also purchase food boxes, food cards or store gift cards to provide to the client for food and household supplies.

Providing food bank and home delivered meals will consist of locating all resources within the service areas, and contacting all resources to determine eligibility criteria for each program. The case manager creates and maintains an up-to-date directory of available services. Food Bank/ Home Delivered Meals assistance will consist of eligibility for Ryan White Part B services, client needs, resource directory, verification of services used within grant year, allowable services, payment of services, and documentation as payer of last resort. Case manager will meet with the client to obtain necessary documentation for eligibility for Ryan White Part B services which will verify HIV Status, residency, and household income. Once case manager has determined the client meets at or below 300% of poverty level requirement then documentation as payer of last resort must be obtained. The client submits a request for food bank/home delivered meals assistance and the case manager provides available resources to contact initially. If the client has utilized all other resources the case manager will assist with the food bank/home delivered meals assistance as payer of last resort by payment directly to provider, no direct payment to client are allowed. The case manager can provide food cards, food bank vouchers and store gift cards. The case manager and the accounting clerk will analyze expenditures on a quarterly basis and project future expenditures. The CAREWare HRSA approved data system will be updated fifteen days after activity and a monthly report will be generated.

Evaluation of food bank/home delivered meals assistance will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. Evaluation of this program will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. Local resources for any gaps in services will be sought.

Budgeting for food bank/home delivered meals assistance is monitored using an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The food bank/home delivered meals assistance expenditures will be evaluated per client per cost. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for food bank/home delivered meals assistance will be to provide clients with an up to date directory of resources in each service area. The case manager will ensure the food bank/home delivered meals assistance through the Ryan White Part B is payer of last resort. The case manager and Deputy Director will determine which services were provided through Ryan White and seek out other resources for those services. Quality assurance of case files will ensure accuracy of case management. Satisfaction surveys will be provided to clients and be reviewed by the case manager and Deputy Director. The overall goal of the food bank/home delivered meals assistance is to assist clients to obtain proper nutrition and maintain a safe healthy living environment.

Housing Services

The case manager acts to provide short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Referral services include assessment, search, placement, advocacy, and the fees associated with them. Housing service consists of locating all resources within the service areas, creating an up-to-date list for clients, determining eligibility for assistance, and verifying that Ryan White will be payer of last resort.

Implementation for housing services will consist of eligibility for Ryan White Part B services, client needs, resource directory, verification of services used within grant year, allowable services, payment of services, and documentation as payer of last resort. Case manager will meet with the client to obtain necessary documentation for eligibility for Ryan White Part B services which will verify HIV Status, residency, and household income. Once case manager has determined the client meets at or below 300% of poverty level requirement then documentation as payer of last resort must be obtained. The client submits a request for housing services and the case manager provides available resources to contact initially. The case manager can pay any fee associated with retaining or initiating housing in the form of rent or deposits. The case manager can act as an advocate for client to secure stable safe housing. The case manager contacts all resources to determine eligibility criteria for each program and creates a directory of available services to provide to the client. If the client has utilized all other resources the case manager will assist with housing services as payer of last resort by payment directly to provider, no direct payment to clients are allowed.

Evaluation of housing services will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days

after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Budgeting for housing services is monitored using an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The housing services expenditures will be evaluated per client per cost. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for housing services will be to provide clients with an up to date directory of resources in each service area. The case manager will ensure that housing assistance through the Ryan White Part B is payer of last resort. The case manager and Deputy Director will determine which services were provided through Ryan White and seek out other resources for those services. Quality assurance of case files will ensure accuracy of case management. Satisfaction surveys will be provided to clients and be reviewed by the case manager and Deputy Director. The overall goal of the food bank/home delivered meals assistance is to assist clients to obtain proper nutrition and maintain a safe healthy living environment.

Medical Transportation Services

The case manager takes the appropriate steps to provide transportation services, directly or through voucher, to a client so that he/she may access health care services, both core medical and support. Medical transportation services consists of maintaining a local resource list, eligibility of the client, ensures that Ryan White Part B services are payer of last resort, and provides transportation services by payment directly to the provider, by providing gas cards, gas vouchers, or taxi/bus passes.

Medical transportation services consist of locating all resources within the service areas. The case manager will contact all resources to determine eligibility criteria for each program and create a directory of available services. Implementation for medical transportation services will consist of eligibility for Ryan White Part B services, client needs, resource directory, verification of services used within grant year, allowable services, payment of services, and documentation as payer of last resort. Case manager will meet with the client to obtain necessary documentation

for eligibility for Ryan White Part B services which will verify HIV Status, residency, and household income. Once case manager has determined the client meets at or below 300% of poverty level requirement then documentation as payer of last resort must be obtained. Case manager and the client will review the care plan and the budget to determine what services the client needs. The client submits a request for medical transportation services and the case manager provides available resources to contact initially. If the client has utilized all other resources the case manager will assist with medical transportation services as payer of last resort by payment directly to provider, no direct payment to client are allowed. The case manager can provide gas cards, gas vouchers, taxi and bus passes. Clients who are eligible for AHCCCS have transportation services available for medical appointments only. The medical transportation services can only be used for transportation to a HIV related medical, dental, mental health, and case management appointment.

Evaluation of medical transportation services will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Budgeting for medical transportation services is monitored using an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The medical transportation services expenditures will be evaluated per client per cost. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for medical transportation services will be to provide clients with an up to date directory of resources in each service area. Local resources will be reviewed and updated as needed. The case manager will ensure the medical transportation services through the Ryan White Part B is payer of last resort. The case manager and Deputy Director will review client satisfaction surveys for potential areas of improvement. The case manager and the accounting clerk will analyze expenditures on a quarterly basis and project future expenditures. The

CAREWare HRSA approved data system will be updated fifteen days after activity and a monthly report will be generated. Quality assurance of case files will ensure accuracy of case management. The overall goal of the medical transportation services is to ensure all clients living with HIV/AIDS are able to attain necessary medical treatment.

Psychosocial support services

The case manager takes the appropriate steps to provide support and counseling activities including, but not limited to, support groups for clients and their affected caregivers. The case manager will facilitate Support Group Sessions which will be scheduled on a monthly basis. Clients requiring more individualized counseling will be provided with resources.

The planning for psychosocial services will consist of locating a mental health professional licensed or authorized within the State to render such services who is willing to facilitate a support group. The case manager coordinates with the mental health professional and determines the date, time, location and topic of group. The case manager will arrange for guest speaker to present topics related to living with and coping with HIV/AIDS. Clients are notified of the group meetings and travel arrangements can be made to transport them to the meetings. The implementation for psychosocial support services will consist of the case manager will meet with the client to obtain necessary documentation for eligibility for Ryan White Part B services which will verify HIV Status, residency, and household income. Mental health is not a covered service provided by AHCCCS or Medicare. The case manager will coordinate payment for mental health professional and transportation costs for clients to attend group. The support group takes place in a safe and confidential location that assures client privacy and well being. A comprehensive list of counseling resources will be developed by the case manager and provided to individuals requiring a more individualized counseling program.

Evaluation of psychosocial support services will consist of review of support group attendance sheets. Topics for group are discussed at the end of each meeting to coordinate the next scheduled meeting. Quarterly quality management of case files will be completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Budgeting for psychosocial support services is monitored using an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The psychosocial support services expenditures will be evaluated per client per cost. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for psychosocial support services will be to provide clients with an up to date directory of resources in each service area. Local resources will be reviewed and updated as needed. The case manager will ensure the psychosocial support services through the Ryan White Part B is payer of last resort. The case manager and Deputy Director will review client satisfaction surveys for potential areas of improvement. The case manager and the accounting clerk will analyze expenditures on a quarterly basis and project future expenditures. The CAREWare HRSA approved data system will be updated fifteen days after activity and a monthly report will be generated. Quality assurance of case files will ensure accuracy of case management. The overall goal of the psychosocial support services is to provide counseling, education, and peer support ensuring the mental well being of all clients.

Treatment adherence counseling

The case manager takes the appropriate steps to provide for counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments for their clients. Clients will receive additional support to encourage their compliance with the medical care plan developed by the clients' physician. Individuals affected by HIV/AIDS will be provided with support to encourage their assistance in sustaining the medical care plan of the client.

Treatment Adherence Counseling involves collaborative team effort between the physician, client, family members and the case manager. It is important that the need for medical compliance is reinforced to the client. This is accomplished through close communication between the case manager and the clients' physician. The case manager assists in keeping the lines of communication open between the physician and the client, encouraging clients to ask questions during their medical visits. The case manager also provides support to client regarding general issues and concerns. This is provided through monthly support groups. This provides the clients with additional support from their peers. The case manager also supports family members affected by HIV/AIDS's. The case manager will obtain permission from the client to

communicate with affected care givers. The case manger will maintain open communication with affected family members and encourage them to ask questions. The case manager will provide literature on a specific topic of interest or concern to families and encourage them to discuss those topics with the clients' physician. Family members will also be encouraged to attend group support sessions with the client.

The evaluation for treatment adherence counseling will consist of number of visits conducted. Attendance to Support Groups by both infected and affected individuals will be monitored. Quarterly quality management of case files will be completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up will be based on the information exchanged between the case manager and the physician regarding the clients' adherence to medical treatment. The case manager and Deputy Director will review client satisfaction surveys for potential areas of improvement. Quality assurance of case files will ensure accuracy of case management. The overall goal of treatment adherence counseling is to ensure the client understands and complies with the physicians recommendations to ensure the client lives to the highest quality of life possible.

4.4 Program Evaluation Plan

See Attachment 3

Case Management (Non-Medical)

The evaluation of case management will consist of client follow up, eligibility of Ryan White Part B enrollment, quality assurance of case files, data entry into CAREWare HRSA approved data system, and client satisfaction with the program. The case manager will review clients' individualized care plans at a minimum of every six months to ensure strengths and gaps in programs or performance, trends in service and emerging issues.

Emergency Financial Assistance

Evaluation of emergency financial assistance will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case

manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will review the numbers and purpose of emergency financial assistance and determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Food Bank/Home Delivered meals

Evaluation of food bank/home delivered meals assistance will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will review the number, types and amount of food card, gift card and food vouchers to determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized. A needs assessment will be conducted to help design and or modify intervention.

Housing Services

Evaluation of housing services will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will review the number of requests for housing assistance, process used and outcome will determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Medical Transportation Services

Evaluation of medical transportation services will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will review the number of requests for medical transportation, process used and outcome will determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Psychosocial support services

Evaluation of psychosocial support services will consist of review of support group attendance sheets for infected and affected individuals. Topics for group are discussed at the end of each meeting to coordinate the next scheduled meeting. Quarterly quality management of case files will be completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Treatment adherence counseling

The evaluation for treatment adherence counseling will consist of number of visits conducted. Attendance to Support Groups by both infected and affected individuals will be monitored. Quarterly quality management of case files will be completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources.

4.5 Cultural Competency Assessment

Attachment 2

4.6 Implementation of one service

Case Management (Non-Medical)

The case manager provides advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Case management has many tasks to ensure all clients' needs are met. Case management will be provided to all clients regardless of the federal poverty level needed for eligibility of support services.

Case management will begin with identifying clients who are newly diagnosed, have relocated to our area, or have dropped out of care and would like to resume services provided in the Gila, Apache and Navajo Counties. The referrals into case management can be obtained from several different sources including; doctors, health departments both local and state, hospitals, testing facilities, other case management facilities and client recommendation. The case management contact information is available on the Arizona Department of Health Services website, local county websites, and ADHS provided Care Planners.

An initial face-to-face intake with the client is scheduled for an assessment of client service needs within seven days from referral date in an environment that provides confidentiality,

privacy and a sense of security for that client. The case manager will screen all clients for Ryan White Part B eligibility for support services by calculating household size and household income, which should be at or below 300% of current Federal Poverty Level. Upon signing the “consent to case manage” the client acknowledges their rights and responsibilities including the grievance policy, and to notify provider of any change in their income, residency, health insurance coverage within thirty days. A case file is then opened for the client. The case file consists of demographics, case notes documenting home visits, office visits, phone contacts, email contact and correspondence. Case files contain client proof of income, proof of insurance, doctor correspondence, receipts for support services, and applications for ADAP, AHCCCS, Medicare, and Delta Dental. The client completes consent forms for the case manager to release information to determine eligibility for additional medical and social services. An assessment of the medical treatment plan includes insurance status, HIV status, lab work, doctor visits, medication needs, and Ryan White Part B enrollment responsibilities. A care plan establishes living conditions, support systems, mental health and transportation needs. An assistance budget form is completed to break down monthly income and expenses to create a financial plan to demonstrate need for financial assistance.

The case manager along with the client will meet on a regular basis to help prioritize client needs and set long and short term goals based on those needs. The case manager can assist with obtaining payment sources for the medical treatment plan which include; AHCCCS, Medicare, Veterans Administration, Indian Health Services, private insurance or Ryan White Part B payer of last resort. The case manager evaluates the client’s availability, the payer source, and transportation needs to determine the treating physician for the initial consult. Scheduling lab work will require the case manager to collaborate with attending physician, client, and lab provider. Upon completion of lab work the case manager in conjunction with the client will schedule a doctor appointment for medical follow up. Medication needs are determined by the physician; the case manager assists with coordination of the payment source and locates a pharmacy which carries appropriate medications. The case manager ensures transportation needs are met.

Application for dental assistance is completed at client intake with help from the case manager to determine eligibility. If the client requires dental work and is enrolled in Delta Dental, the Case Manager provides the client with a list of eligible contracted dentists within their area and assists the client in making an appointment. A pretreatment estimate is sent to the Case Manager by the dentist. The Case Manager schedules a follow-up visit with the client to review the estimate and determine what the program can pay and what amount is the client’s responsibility. A referral letter is sent to the dentist stating the amount that will be paid by the program and that any additional amounts will need prior authorization.

The case manager provides advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. For instance, if the client needs legal assistance the case manager will provide the client resources to legal aid. The case manager keeps up-to-date on the services available within their communities. The clients are provided assistance in obtaining those resources necessary to obtain the client's goals. The case manager assists the client in obtaining the resources by making phone calls, providing contact information such as name and phone number, educate the client on the eligibility requirements for the service requested, fax appropriate paperwork if needed, and provide access to on-line computer applications. Assist client with necessary paperwork and documentation needed for additional services.

The case manager collaborates with Dr. Downing to provide an additional satellite outpatient clinic in Payson for HIV clients only. This clinic is held once a month and is available to all clients in Gila, Apache and Navajo Counties, making it more convenient for these clients to access HIV Care. The case manager assists with the satellite clinic which allows her the opportunity to follow up with the client at the doctor visit and to ensure the lab work, medications, and physician orders are in place for medical treatment plan.

Northland Cares and North Country provide the core medical services for most of the HIV positive clients in these three counties. The physicians in these clinics work with the case manager to ensure follow up for referred services is done. The case manager follows up directly with the clients who receive medical treatment from another medical source to verify program eligibility and treatment adherence. The case manager and the client will review and update the client individualized care plan every six months. The client signs a document notifying them of their responsibility to notify the Ryan White provider of any change in their income, residency, health insurance coverage or eligibility for coverage within thirty days. The case manager and the Part B clients shall re-evaluate semi-annually or anytime there is a change that would affect eligibility.

The evaluation of case management will consist of client follow up, eligibility of Ryan White Part B enrollment, quality assurance of case files, data entry into CAREWare HRSA approved data system, and client satisfaction with the program. Quality assurance will consist of the case manager and the Deputy Director reviewing all case files on a quarterly basis. The Deputy Director and the Registered Nurse back up will be available to assist the case manager on a case by case basis as situations arise. The CAREWare HRSA approved data system will be utilized to produce reports to ensure service encounter evaluation. Clients will be provided a client satisfaction survey annually to obtain feedback from the client to improve program and meet client needs.

Budgeting for case management is produced by timesheets for salary costs, travel reimbursements and general office supplies. The county accounting system tracks the

expenditures on a monthly basis to ensure contractors expenditure report is completed accurately. The county utilizes an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The internal charges are billed each month for telephone, cell phone usage, postage, internet access charges, gas and maintenance of vehicles, and employee related expenses. The accounting clerk is responsible to complete the state quarterly contractors expenditure report. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year. Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for case management will consist of review of client satisfaction surveys for potential areas of improvement. The case manager and the accounting clerk will analyze expenditures on a quarterly basis and project future expenditures. The CAREWare HRSA approved data system will be updated fifteen days after activity and a monthly report will be generated. Quality assurance of case files will ensure accuracy of case management. The overall goal of case management is to provide services to ensure that the client has access to care and to optimize health outcomes for people living with HIV/AIDS.

4.7 Services Categories

Gila County will provide non-medical case management in Gila, Apache and Navajo Counties. The support services we will provide will be emergency financial assistance, treatment adherence counseling, food bank/home delivered meal, housing services, medical transportation, and psychosocial support services.

4.8 Project Start up Activities

The current Gila County Case Manager has been providing HIV/AIDS non-medical case management and supportive services to clients in Gila, Apache and Navajo Counties for the past four years. The case manager has built a rapport and trust with the clients and the providers that are important to the success of the program. Strong interagency linkages to the County Health Departments, Indian Health Service Units, physicians and dentists, as well as service organizations have been established to ensure continuity of care. Should we be awarded this grant, there would be no interruption in services. Program services would be implemented immediately following contract award.

4.9 Accounting and Tracking

Gila County will ensure that effective fiscal control procedures are used. All fiscal controls will be maintained in accordance with generally accepted accounting standards. New World Accounting system will be used. The accounting system, procedures and practices; books, record, documents and other evidence to sufficiently and properly reflect all cost of any nature expended in the performance of their contractual obligations will be maintained in accordance of generally accepted accounting standards and in compliance with all applicable regulations including OMB Circulars A-102(Administrative Requirements), A-133(Audits Requirements) and A-87(Cost Principals). At all reasonable times, these records shall be subject to and available for inspection, review or audit by funding agency, the State of Arizona and United States Federal Government.

See Other Documentation

6. Resources

The Gila County Division of Health and Emergency Services has several resources which are complementary to the program. We currently provide HIV Prevention through the Arizona Department of Health Services in Gila County. We offer adult immunization services and TB testing which can be utilized by the clients in Gila County. Health Start is a neighborhood outreach program which works with women who are pregnant, or think they may be pregnant, and their families. The program offers support and education through visits and classes. It is a special program with trained, experienced women called Community Health Worker that provide the support and education the families need. This service is offered to the Globe/Miami area. The program is free of charge to participants. Client's that are pregnant, postpartum women, infants and children under 5 years of age can be referred to our WIC Office. WIC provides foods, health screening, and nutritional education.

The Gila County Division of Community Services also has several resources which are complementary to the program. The Gila County Office of Community Services provides social services throughout Gila County. Seven main sections make up the Office of Community Services; Community Action Program, Gila Employment and Special Training, Housing Rehabilitation Services, Housing Weatherization Services, Low Income Housing, Reemployment Pre-layoff Assistance Services and the Gila/Pinal Work Force Investment Board. These seven sections provide 35 separate services for the residents of Gila County. The Gila County Community Action Program (CAP) has been in existence since 1980. Its service area includes all of Gila County. The funding is geared towards helping residents become more self sufficient. The Weatherization Assistance Program is a service to make the homes of low-income Gila County residents healthier, safer, more comfortable and more energy efficient. The

Gila County Division of Community Service also provides the Gila County Homeless Prevention Re-housing Program (HPRP). This program assists homeless individuals and individuals being evicted. This is a description of only three of the resources available through the division.

Gila County will also be providing two staff members to assist the staff funded by this program. The Deputy Director of Prevention Services will provide 5% of her time for quality assurance and supervision of the program. An RN from the Office of Health will provide back-up coverage for when the HIV Case Manager is ill or on vacation. Their salaries are paid for by Gila County, providing in-kind support.

See attachment 7

7. Price sheet- See Attachment 10

Budget Justification/Narrative-See Attachment 11

Budget Narrative

Budget 2011

Personnel:

Malinda Williams is the non-medical case manager for the Gila County Office of Health.

Her annual salary is \$35,412.52. She spends 85% of her time providing support services to her clients (\$30,100.64) and 5% of her time on quality management (\$1,770.78).

Renee Omstead is the accounting clerk. She will provide all the billing and fiscal management for the program. She will spend 10% of her time providing the fiscal services. Her annual salary is \$33,250.00 and we will be responsible to pay \$ 3,325.00. The grand total is **\$35,196.42**.

The Deputy Director and HIV back up staff will be providing services for Case Management and Administrative functions as needed at no charge to the program.

Employee Related Expense (ERE):

The approved employee related expenses for all Gila County employees include: Arizona State Retirement, Medicare, Social Security, Arizona Unemployment, Worker's Compensation, and health insurance. The total is **\$9,872.07**.

Travel:

The program manager will be required to attend Quarterly Contractor meetings in Phoenix. Quarterly Forum meetings also will be attended in a centrally located facility. There is a

possibility of two trainings a year as well as a monthly clinic that will require travel. Program travel for the manager is necessary in the successful implementation of the program including outreach, client contact, coordination with local agencies and program implementation. We have estimated mileage at 1,709 miles per month at .38 per mile total \$649.42. Perdiem is estimated to provide 10 breakfasts at \$5.00, 22 lunches at \$7.50, and 6 dinners at \$12.50 total \$290.00. Case Management visits are estimated at three hotel stays a month at \$100.00 total \$3600.00. Perdiem for visits 36 at \$25.00 total \$900.00. Total travel expenses **\$13,183.14**.

Supplies:

The routine office operating expenses will consist of paper, envelopes, business cards, mailings. General Operating consists of cell phone, landline, computer services and postage. This results in a grand total of **\$3,025.00**.

Contractual:

Emergency Financial Assistance will be issued to eligible clients for the following services: Food Cards, Food Boxes, Oral Health, Medication, Labs, and Medical Co-pays. For a total \$5,000. Food Bank/Home Delivered Meals will be provided for the provision of food or meals, hygiene items and household cleaning supplies. For a total \$2,000. Medical Transportation will be provided for clients to access core medical services or support services. For a total \$5,500. Housing Services will be offered for short-term emergency housing and Utility Assistance to include fees associated with housing transition. For a total \$4,000. Psychosocial Support for clients to access support groups, counseling, caregiver support, and bereavement counseling. For a total of \$6,000. For a grand total of **\$22,500**.

Indirect costs:

As a Gila County employee there are indirect costs for personnel paperwork, finance, mail routing, and support staff which will be budgeted in the amount of **\$5,052.66** per year. This reflects 10% of direct expenses.

8. Proposal Summary Page

See Attachment 12

9. Scope of Work, Notices, Correspondence and Reports

See Other Documentation

5.1 Experience and Expertise:

The Gila County Office of Health has provided services to Gila County residents since 1893. It currently has 35 employees and two offices, one in Globe and one in Payson. Both offices work together to cover the entire county. The Payson Office provides services to Payson, Pine, Strawberry and all surrounding communities. Our Payson Office also provides services to individuals from the Tonto Apache Tribe who does not wish to seek care with Indian Health Services. The Globe Office covers Hayden/ Winklemen, Globe, Miami, Roosevelt, Tonto Basin, Young and all surrounding areas. Our Globe Office also provides services to individuals of the San Carlos Apache Tribe who do not wish to seek care with Indian Health Services.

The Gila County Office of Health provides many services to its residents. State mandated services are provided such as immunizations, communicable disease reporting and investigation, monitoring of sexually transmitted diseases, and tuberculosis control and investigations. In addition, family planning, pregnancy testing, sexually transmitted disease testing and treatment, adult immunizations, lead testing, child care health consultations, school screenings, community health nurses for the neonatal intensive care program, well-baby clinics and specialty clinics in conjunction with the Children's Rehabilitative Services are provided. Our maternal child health programs include Health Start, the Teen Pregnancy Prevention Program, Early Childhood Screening, Tobacco Free Environment Program, Chronic Disease Prevention, The HIV Care Services and HIV Testing and Counseling Services.

5.2 Expertise in Providing HIV Care Services

Gila County has been providing HIV Care Services since 1990 through the HIV Prevention Grant. We have been providing HIV Non-medical case management services since 1998. Five years ago the program was expanded to include non-medical case management and supportive services in Apache and Navajo Counties; two additional rural counties. This change increased the service area the case manager needed to cover. Between Gila, Apache and Navajo Counties, the case manager is now required to cover an area of 25,925.76 square miles, or almost one quarter of the state of Arizona. The current case manager has been serving HIV/AIDS Positive clients and those affected by HIV/AIDS in all three counties for over four years.

The Deputy Director of Prevention Services oversees the implementation of the Gila County HIV Program. She is currently trained in HIV testing and counseling, LUTHER, and CDR's. The Deputy Director of Prevention Services has overseen programs for the Gila County Office of Health for over seven years. Additional training will be provided as recommended by the Arizona Department of Health Services Contract Monitor.

The current Gila County Case Manager has been serving Gila, Apache and Navajo Counties for almost four years. During this time the Case Manager has received training and certifications in Fundamentals of HIV rapid test and prevention counseling, service provider diversity and cultural sensitivity training, phlebotomy technician certification, Indian Health Services HIV/AIDS Collaborative regional training, fundamentals of HIV prevention counseling, case management documentation training, managing patients in the border region, CAREWare, and LUTHER for client level data entry. Gila County recognizes the need for its employees to

further their education and maintain competency in their area of service. The Case Manager is encouraged to attend all appropriate trainings recommended by the Arizona Department of Health Services Contract Monitor.

Gila County has trained a Registered Nurse to provide back-up services during the absence or unavailability of the Case Manager. The Gila County nurse has training in HIV testing and counseling, LUTHER and CAREWare, case management documentation training, and the processing of CDR's. She has also been trained to oversee the Payson satellite outpatient clinic. Further training will be provided as recommended by the Arizona Department of Health Services Contract Monitor.

The Gila County accounting clerk provides contract accounts receivable and accounts payable reports. The financial clerk has undergone core training and is overseen by the Gila County Finance Department. Gila County will support attendance by the accounting clerk at any additional training required by the state.

5.3 Key Personnel

Key Personnel for HIV Care and Services will consist of a case manager, a case manager back-up, an accounting clerk, and a Division Deputy Director. The case manager will provide all non-medical case management and supportive services. The Case Manager back-up will provide continuity of the program during the case manager's absence. The accounting clerk will track the budgets, provides data entry into the Gila County Accounting System, and complete monthly CER's. The Division Deputy Director will provide guidance and supervision of the program. She will be responsible for evaluating the program for quality assurance. The services provided by the Case Manager back-up and the Division Deputy Director will be provided at no charge to this grant.

See Attachment 4

See Attached Resumes

5.4 Funded Personnel

Two of the four personnel providing HIV Care and Services will be funded by this grant; the case manager and the accounting clerk.

The Gila County Case Manager is responsible for all HIV support services. She provides non medical case management by offering her clients support and resources in obtaining medical, social, community, legal, financial, and other needed services. Emergency Financial Assistance and Housing Services are provided short-term for emergency expenses related to essential utilities, housing, food and medication. These services are only provided when all other resources are not available. The case manager is responsible for directing the clients to available food banks, and when necessary, providing the clients with store gift cards for food or household items. Medical transportation services are provided for those clients that need assistance accessing health care and support services. Monthly support groups are organized and attended by the case manager for those infected and affected by HIV. The case manager ensures that the client has the appropriate support to ensure their readiness for, and adherence to, treatments.

In addition to these supportive services, the Gila County Case Manager shall submit to the Arizona Department of Health Services the following deliverables. The Monthly Activity Report (MAR) will be submitted monthly within 15 days after the month the service was provided. Data entry into CAREWare regarding client data and services provided will be entered within 15 days of providing the service. A Quarterly Narrative Report will be submitted on July 15, October 15, and January 15 of each year. An Annual Narrative Report will be submitted by April 1st of each year, and an Annual Service Delivery Plan will be provided by April 30th of each year. A Quality Management Plan will be submitted by May 1st of each year. Budget projections will be provided by January 1st of each year for the remainder of the current year. Between January and March of each year, based on the request of the Arizona Department of Health Services, the case manager will provide the Ryan White Data Report and the Ryan White Services Report.

The Accounting Clerk matches bills, invoices, credit card statements, and other requests for payment with purchase orders, expense vouchers or contract documents. The Clerk ensures proper authorization and compliance with County policies and procedures, codes information for proper charging to budget units or cost centers, and obtains approval and processes for payment. The Clerk will provide to the Arizona Department of Health Services Monthly Contractor Expenditure Reports (CER's), the Quarterly Expenditure Reports, and the Yearly Budget Worksheet and Narrative/justification.

The Case Manager will spend 90% of her time providing services for this grant; 85% in non-medical case management and support services, and 5% on quality management. The accounting clerk will spend 10% of her time providing fiscal management of this program.

5.5 Subcontractors and Collaborators

The Gila County Office of Health does not have any subcontractors. We do, however, have five partners that we collaborate with. The collaborations established with these five organizations help to complete and enhance the Gila County HIV Care and Services Program.

Northland Cares, in collaboration with the Case Manager, provides monthly outpatient medical services for Gila, Apache, and Navajo Counties through the Gila County Office of Health facility in Payson. Their medical and support staff, under the supervision of Dr. Downing, provide the core medical services. The Gila County Case Manager attends the clinic and assists as needed.

North Country Healthcare provides the core medical services for Apache and Navajo Counties. The core services they provide include outpatient and ambulatory health services, medical case management, oral health, health insurance premium cost sharing, AIDS pharmaceutical assistance, early intervention and mental health. Gila County in return provides clients in Apache and Navajo Counties all the supportive services which include non-medical case management, emergency financial assistance, food bank/home delivered meals, housing services, medical transportation services, psychosocial support services and treatment adherence counseling.

Bread and Soup for You, PLLC provides HIV support group services for Apache and Navajo Counties. This support group provides psychosocial support services for clients and their affected care givers. The Gila County Case Manager coordinates, provides assistance in the set up, and attends the support group meetings. A collaboration to provide this same service in Gila County is in the process of negotiations.

Apache County provides HIV prevention services in Apache County. The Apache County Public Health Services District works closely with the Case Manager. They assist the Gila County case manager in early identification of individuals with HIV/AIDS.

Navajo County provides HIV prevention services in Navajo County. The Navajo County Public Health Services District works closely with the Case Manager. They assist the Gila County case manager in early identification of individuals with HIV/AIDS.

Southern Arizona AIDS Foundation coordinates oral health care services for Gila, Apache and Navajo Counties. The case manager will collaborate with SAAF to ensure clients applications are completed and submitted for eligibility.

See Attachment 5

5.6 Prior Projects

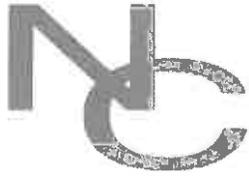
Gila County provides the Gila County Homeless Prevention Re-housing Program (HPRP). This program assists homeless individuals and individuals being evicted. The program will pay for a hotel to get the client off the street, and then assists them in finding a place to live. The Program can pay the first month's rent and moving costs. The Program can also pay up to 18 months of rent if funding is available.

This program requires a case plan, goals and objectives to move them to obtain self-sufficiency. Referrals are provided for medical assistance, financial assistance, and food assistance. The case manager of the program assists the clients with the process to file for Social Security Income and the appeal process if they have been denied. A six month assessment and one year assessment reports are completed to determine client self-sufficiency. There are 22 clients county wide. Nine clients have left the program with a 60% who became self sufficient and 40% for other reasons.

5.7 Two References

The Gila County HIV Care and Services Program works closely with the Gila County Community Action and Housing Services, and the Gila County Office of Health Services. The HIV case manager provides referrals to clients needing housing assistance to Community Action and Housing Services. If qualified, the Community Action and Housing Services can provide housing and utilities to clients. If the client does not qualify, then the Case Manager will pay for housing or utilities as payer of last resort. The case manager and the Program Manager of

Immunization Services work closely to provide The Gila County HIV Care and Services Program clients with required and recommended immunizations.
See Attachment 6



Northland Cares

**3112 Clearwater Drive Suite A
Prescott, AZ 86305
928-776-4612**

January 4, 2011

Gila County Division of Health and Community Services
5515 S. Apache Ave. Suite 100
Globe, AZ 85501
Att: Malinda Williams
Case Manager
Office of Health Services

Dear Malinda,

This letter is to confirm the Northland Cares and our medical staff will continue to collaborate with Gila County Health Services to continue to provide medical specialist health care for HIV infected patients living in Gila, Navajo and Apache Counties in Northern Arizona.

Northland Cares will provide monthly outpatient medical care utilizing the Gila County Offices in Payson Arizona.

We look forward to continuing to provide quality care to our established patients in your service area and of course will gladly accept any new patients as they occur.

Sincerely,

A handwritten signature in cursive script that reads "A Gail Brannan".

A Gail Brannan
Clinic Director



NORTH COUNTRY

HealthCare

Creating healthier communities

Flagstaff
2920 N. 4th Street
Flagstaff, AZ 86001
928.213.6100 fax
928.576.1054 fax

Grand Canyon
P.O. Box 362
Grand Canyon, AZ 86023
928.638.2551 fax
928.638.2592 fax

Kingman
1910 Stockton Hill Road
Kingman, AZ 86401
928.753.1177 fax
928.753.3179 fax

Seligman
P.O. Box 776
Seligman, AZ 85337
928.422.4017 fax
928.422.4018 fax

Ash Fork
P.O. Box 212
Ash Fork, AZ 86320
928.697.2305 fax
928.697.2343 fax

Winslow
629 W. 1st Street
Winslow, AZ 86017
928.289.2000 fax
928.289.0096 fax

Holbrook
1401 W. Florida Street
Holbrook, AZ 86025
928.524.2851 fax
928.524.2171 fax

St. Johns
P.O. Box 1019
St. Johns, AZ 85936
928.337.3705 fax
928.337.3790 fax

Round Valley
830 E. Main St., Suite 230
Springerville, AZ 85928
928.337.0127 fax
928.337.4739 fax

Lake Havasu City
2090 N. Smoketree Ave.
Lake Havasu City, AZ 86403
928.854.1800 fax
928.854.1810 fax

Show Low
2560 E. Show Low Lake Blvd. Ste 1
Show Low, AZ 85001
928.537.4300 fax
928.537.4320 fax

Bullhead City
7585 Miracle Mile, Ste 110
Bullhead City, AZ 86442
928.704.1221 fax
928.704.1243 fax

Williams
301 South Seventh Street
Williams, AZ 86046
928.633.4441 fax
928.633.4403 fax

Gila County Office of Health
5515 S. Apache Ave. Suite 100
Globe, AZ 85501

January 26, 2011

To Whom It May Concern:

It is with pleasure that I write this letter of support for Gila County HIV/AIDS Program's application funding to continue services for those infected or affected with HIV/AIDS. North Country HealthCare has worked closely with Gila County Office of Health over the last five years, focusing on the importance of providing both medical and support services to those living with HIV/AIDS in Navajo and Apache Counties.

With the services provided by the HIV/AIDS Program to those infected or affected, the funding allocated to this consortium will provide the best chance of success for reaching a better and healthier quality of life.

Without funding and the caring and dedication to excellent service provision this program has provided, clients would very doubtfully enjoy the quality of life that has been provided to them thus far.

I hope for a positive response to the application, which will enable the Program to continue to provide the very best quality service to the targeted population in our consortium and the opportunity to have more adequate space and facilities in which to provide those services.

Sincerely,

Thea Harbin
Ryan White Part B Program Coordinator
North Country HealthCare


NORTH COUNTRY
HealthCare

creating healthier communities

Flagstaff
 2920 N. 4th Street
 Flagstaff, AZ 86004
 928.213.6100 PH
 928.526.1054 FAX

Grand Canyon
 P.O. Box 369
 Grand Canyon, AZ 86023
 928.638.2551 PH
 928.638.2598 FAX

Kingman
 1510 Stockton Hill Road
 Kingman, AZ 86401
 928.753.1177 PH
 928.753.1178 FAX

Seligman
 P.O. Box 776
 Seligman, AZ 86337
 928.422.4017 PH
 928.422.4018 FAX

Ash Fork
 P.O. Box 216
 Ash Fork, AZ 86320
 928.637.2305 PH
 928.637.2343 FAX

Winslow
 620 W. Lee Street
 Winslow, AZ 86047
 928.289.2000 PH
 928.289.0036 FAX

Holbrook
 1401 W. Florida Street
 Holbrook, AZ 86025
 928.524.2851 PH
 928.524.2171 FAX

St. Johns
 P.O. Box 1019
 St. Johns, AZ 85936
 928.337.3705 PH
 928.337.3780 FAX

Round Valley
 830 E. Main St., Suite 230
 Springerville, AZ 85938
 928.333.0127 PH
 928.333.4799 FAX

Lake Havasu City
 2090 N. Smokeytree Ave.
 Lake Havasu City, AZ 86403
 928.854.1800 PH
 928.854.1818 FAX

Show Low
 2650 E. Show Low Lake Rd., Ste 1
 Show Low, AZ 85901
 928.537.4300 PH
 928.537.4320 FAX

Bullhead City
 2885 Miracle Mile, Ste 116
 Bullhead City, AZ 86442
 928.704.1221 PH
 928.704.1243 FAX

Williams
 301 South Seventh Street
 Williams, AZ 86046
 928.635.4441 PH
 928.635.4403 FAX

January 14, 2011

Melinda Williams
 Ryan White Program
 Navajo/Apache Counties
 Arizona

Dear Mel,

This is in response to recent request. I look forward to being able to continue to offer HIV specialty services to Ryan White clients from Navajo and Apache Counties. I am currently able to offer these services via telemedicine and intend to continue face-to-face HIV specialty care to patients in the North Country HealthCare satellite clinics.

Sincerely,

Steve McCrosky, FNP, AAHIVS

North Country HealthCare
 Flagstaff, AZ



NORTH COUNTRY

HealthCare

creating healthier communities

January 7, 2011

To Whom It May Concern:

I am board certified in both Internal Medicine and Pediatrics and have a special interest in HIV patients. I have been seeing HIV patients at both the Round Valley and St. Johns clinics for the five plus years that I have worked for North Country Healthcare. My patients live in both Navajo and Apache counties and I work closely with Dr. Sam Downing if medications changes need to be made. I am more than happy to be a subcontractor to take care of these patients. I have worked with Malinda Williams and she is truly an asset to both myself and my patients. I support any and all efforts at obtaining grants to take care of these patients.

If you have any questions please feel free to call my at the Round Valley clinic.

Sincerely:

Catherine O'Rourke Taylor, M.D.

Flagstaff
2970 N. 4th Street
Flagstaff, AZ 86004
928.273.6100 fax
928.774.1652 fax

Grand Canyon
P.O. Box 369
Grand Canyon, AZ 86023
928.638.2351 fax
928.638.2395 fax

Kingman
510 Stockton Hill Road
Kingman, AZ 86401
928.753.1177 fax
928.753.1178 fax

Sullivan
P.O. Box 776
Sullivan, AZ 86037
928.432.4017 fax
928.432.4018 fax

Ash Fork
P.O. Box 216
Ash Fork, AZ 86320
928.637.2305 fax
928.637.2343 fax

Winslow
620 W. 1st Street
Winslow, AZ 86047
928.289.2000 fax
928.289.0935 fax

Holbrook
1451 W. Florida Street
Holbrook, AZ 86025
928.524.2671 fax
928.524.2171 fax

St. Johns
P.O. Box 1019
St. Johns, AZ 85836
928.387.3765 fax
928.387.3730 fax

Round Valley
850 E. Main Street
Suite 200
Prineville, AZ 87938
928.333.0127 fax
928.333.1799 fax

Barbara Stone, NP-C
dba
Bread and Soup for You, PLLC
5275 Show Low Lake Road, Lakeside, Arizona 85929
928 242-3202

January 3, 2011

To Whom It May Concern:

I am state-licensed and board-certified in Arizona as a Psychiatric Mental Health Nurse Practitioner and as a Family Practice Nurse Practitioner. I live and practice in Navajo County, Arizona.

I am interested and available to provide mental and behavioral health services for eligible clients from Navajo and Apache counties as a Sub-Contractor for Gila County HIV Care and Services.

Respectfully,

Barbara Stone, NP-C



Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

11 January 2011

To Whom It May Concern:

It is with pleasure that I write this letter of support for Gila County HIV/AIDS Program's application funding to continue services for those infected or affected with HIV/AIDS. The importance of health services to those with HIV/AIDS as well as outreach activities and education classes for these clients is evident in the number of families the program has served in the past ten (10) years and continues to serve with respect and dignity.

With the services provided by the HIV/AIDS Program to those infected or affected, the funding allocated to this consortium will provide the best chance of success for reaching a better and healthier quality of life.

Without funding and the caring and dedication to excellent service provision this program has provided, clients would very doubtfully enjoy the quality of life that has been provided to them thus far and Apache County residents infected with HIV/AIDS would not have anyone to provide case management.

I hope for a positive response to the application, which will enable the Program to continue to provide the very best quality service to the targeted population.

Sincerely,

A handwritten signature in cursive script that reads "Chris G. Sexton".

Chris G. Sexton, Health Director
Apache County Public Health Services District



Navajo County Public Health Services District

Wade Kartchner, M.D., MPH, Director

November 30, 2010

To Whom It May Concern:

It is with pleasure that I write this letter of support for Gila County HIV/AIDS Program's application funding to continue services for those infected or affected with HIV/AIDS. The importance of health services to those with HIV/AIDS as well as outreach activities and education classes for these clients is evident in the number of families the program has served and continues to serve with respect and dignity.

With the services provided by the HIV/AIDS Program to those infected or affected, the funding allocated to this consortium will provide the best chance of success for reaching a better and healthier quality of life.

Without funding and the caring and dedication to excellent service provision this program has provided, clients would very doubtfully enjoy the quality of life that has been provided to them thus far.

I hope for a positive response to the application, which will enable the Program to continue to provide the very best quality service to the targeted population in our consortium and the opportunity to have more adequate space and facilities in which to provide those services.

Sincerely,

Wade Kartchner, MD, MPH
Director, Navajo County Public Health Services District

Winslow Office: 619 East Thrd Street Winslow, AZ 86047 Phone: (928) 289-6830 Fax: (928) 289-6826	Main Office: 117 East Buffalo Street Holbrook, AZ 86025 Phone: (928) 524-4750 Fax: (928) 524-4754	Show Low Office: 600 N. 9 th Place Show Low, AZ 85901 Phone: (928) 532-6050 Fax: (928) 532-6054
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TDD: (928) 524-4294



January 31, 2011

WWW.SAAF.ORG

Tel: 520.628.7223
Fax: 520.628.7222
375 South Euclid Avenue
Tucson, Arizona 85719

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Kathy Wells
President

Cheryl Smith
1st Vice President

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Ned Norris Jr.
Lute Olson
Cele Peterson
Pat Pettis
Steve Quinlan
Robert N. Shelton
Don Shropshire
Esther Tang
Robert E. Walkup
Andrew Weil

Matthew Bolinger, M.D.
Director of Health and Emergency Services
Gila County Health and Emergency Services
5515 S. Apache Avenue, Suite 400
Globe, AZ 85501

Dear Dr. Bolinger:

I am pleased to write this letter in support of Gila County's proposal to the Arizona Department of Health Services (ADHS) in response to the *HIV Care and Services* solicitation (ADHS11-00000347). The Southern Arizona AIDS Foundation (SAAF) currently collaborates with the Gila County HIV/AIDS Program to coordinate oral health care services to people living with HIV and AIDS.

Coordination of medically necessary dental care and services takes place between Gila County's case management staff and SAAF's Statewide Insurance Programs Coordinator. This collaboration ensures clients in Gila, Apache and Navajo counties can obtain costly therapeutic dental procedures that they would otherwise be unable to afford and in a timely manner.

SAAF is committed to strengthening collaborations that provide core medical and support services for low-income people living with HIV/AIDS in 2011. SAAF appreciates our partnership with Gila County HIV/AIDS Program and supports your proposal to the ADHS for Ryan White Part B funding to provide Non-Medical Case Management, Emergency Financial Assistance, Food Bank, Psychosocial Support Services, Housing and Medical Transportation Services to meet the needs of residents living in rural Gila, Apache and Navajo Counties. If I can be of further assistance, please do not hesitate to contact me at 520-628-7223 or whicks@saaf.org.

Warmest Regards,

Wendell Hicks
Executive Director

4.9 System for Accounting - Example Financial Report

Through Date: 6/30/2011

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	% Used	Perform. Amount	% Used
Fund: 2530 HIV Consortium					
Department: 404 Health					
Account Classification: 1 Personal Services					
4010-10 Salaries and wages Regular salaries and wages	\$31,214.00	\$17,231.55	55%	\$17,278.88	55%
4010-20 Salaries and wages Temporary wages	\$0.00	\$1,246.79	+++	\$1,250.20	+++
4010-30 Salaries and wages Part time salaries	\$0.00	\$0.00	+++	\$0.00	+++
4010-60 Salaries and wages Overtime	\$0.00	\$1.66	+++	\$1.53	+++
4020-10 Employee benefits Social security contributions	\$1,936.00	\$1,114.53	58%	\$1,117.56	58%
4020-11 Employee benefits Medicare contributions	\$453.00	\$260.68	58%	\$261.38	58%
4020-20 Employee benefits Arizona state retirement	\$3,075.00	\$1,706.73	56%	\$1,714.41	56%
4020-30 Employee benefits Health insurance	\$8,704.00	\$3,539.99	53%	\$3,549.26	53%
4020-41 Employee benefits Workers' compensation insurance	\$119.00	\$94.50	79%	\$94.75	80%
4020-88 Employee benefits Other	\$0.00	\$0.00	+++	\$0.00	+++
1 Personal Services Totals:	\$43,501.00	\$26,198.90	59%	\$25,287.98	58%
Account Classification: 2 Operating Expenses					
4100-10 Supplies Office supplies	\$100.00	\$16.34	16%	\$16.35	16%
4110-40 Operating supplies Laboratory	\$0.00	\$0.00	+++	\$0.00	+++
4110-60 Operating supplies Fuel, oil, and lubricants	\$0.00	\$0.00	+++	\$0.00	+++
4110-88 Operating supplies Other	\$0.00	\$63.02	+++	\$63.18	+++
4120-10 Equipment and Furniture Equipment under \$1000	\$0.00	\$0.00	+++	\$0.00	+++
4130-61 Repairs and maintenance supplies Vehicle Supplies	\$0.00	\$0.00	+++	\$0.00	+++
4200-10 Other services and charges General services	\$0.00	\$0.00	+++	\$0.00	+++
4200-50 Other services and charges Credit card service charge	\$0.00	\$0.00	+++	\$0.00	+++
4210-20 Professional services Data processing	\$0.00	\$0.00	+++	\$0.00	+++
4210-50 Professional services Medical	\$5,056.00	\$0.00	0%	\$0.00	+++
4210-51 Professional services Psychological services	\$0.00	\$0.00	+++	\$0.00	+++
4210-52 Professional services Laboratory and X-ray	\$1,000.00	\$0.00	0%	\$0.00	+++
4210-99 Professional services Other	\$2,000.00	\$0.00	0%	\$0.00	+++
4230-10 Communications Telephone	\$2,000.00	\$694.23	35%	\$696.13	35%
4230-30 Communications Postage/Freight Expense	\$100.00	\$35.22	35%	\$35.30	35%
4240-10 Travel and Transportation Travel expenses - employees	\$3,000.00	\$1,652.76	55%	\$1,657.28	55%
4240-20 Travel and Transportation Same day meal	\$0.00	\$598.03	+++	\$570.57	+++
4260-99 Advertising Other	\$0.00	\$0.00	+++	\$0.00	+++

4.9 System for Accounting - Example Financial Report

Through Date: 6/30/2011

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Profoma Amount	% Used
Fund: 2530 HIV Consortium					
Department: 404 Health					
4270-10 Printing and microfilming Printing	\$150.00	\$0.00	0%	\$0.00	+++
4280-80 Operating Leases and Rentals Autos and trucks	\$1,500.00	\$0.00	0%	\$0.00	+++
4320-20 Support and care of persons Community outreach supplies	\$1,800.00	\$2,901.71	161%	\$2,909.67	162%
4320-80 Support and care of persons Utility payments/LHEAP	\$0.00	\$0.00	+++	\$0.00	+++
4320-99 Support and care of persons Other	\$0.00	\$0.00	+++	\$0.00	+++
4330-10 Interest Registered warrants	\$0.00	\$0.00	+++	\$0.00	+++
4340-10 Miscellaneous Indirect Costs	\$0.00	\$0.00	+++	\$0.00	+++
4340-30 Miscellaneous Dues, memberships, subscriptions	\$0.00	\$0.00	+++	\$0.00	+++
4340-61 Miscellaneous Employee training	\$500.00	\$75.00	15%	\$75.19	15%
4340-70 Miscellaneous Use tax and assessments	\$0.00	\$0.00	+++	\$0.00	+++
9985-00 Account in Error needs audit No account match on conversion	\$0.00	\$0.00	+++	\$0.00	+++
2 Operating Expenses Totals:	\$17,206.00	\$6,007.31	35%	\$6,023.67	35%
Account Classification: 6 Capital					
4540-50 Machinery and Equipment Data processing	\$0.00	\$0.00	+++	\$0.00	+++
6 Capital Totals:	\$0.00	\$0.00	+++	\$0.00	+++
Department: 404 Health Totals:	\$60,707.00	\$31,206.21	51%	\$31,291.63	52%
Fund Totals: HIV Consortium	\$60,707.00	\$31,206.21	51%	\$31,291.63	52%
Grand Totals:	\$60,707.00	\$31,206.21	51%	\$31,291.63	52%

EXHIBIT 4
SECURITY AND CONFIDENTIALITY STANDARDS

RFP NO. ADHS11-00000347

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below upon award.

Agency: Cole County Health Dept.

Name: Melinda Williams

Title: HIV Coordinator

Signature: Melinda Williams

Date: 2/2/11

EXHIBIT 4
SECURITY AND CONFIDENTIALITY STANDARDS

RFP NO. ADHS11-00000347

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below upon award.

Agency: Yuma County Health Department

Name: Paula Horn

Title: Deputy Director of Prevention Services

Signature: Paula M. Horn

Date: 2-2-11

EXHIBIT 4
SECURITY AND CONFIDENTIALITY STANDARDS

RFP NO. ADHS11-00000347

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below upon award.

Agency: Gila Co - Health Dept.

Name: Michelle Craft

Title: Public Health Nurse

Signature: Michelle Craft

Date: 2/2/11

SCOPE OF WORK
RFP NO. ADHS11-00000347

H. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

1. Notices, Correspondence, Reports and Invoices from the Contractor to the ADHS shall be sent to:
Arizona Department of Health Services
HIV Care and Services
Attention: HIV Care and Services Manager
150 North 18th Street
Suite 110
Phoenix, Arizona 85007
Telephone: 602-364-3610
Facsimile: 602-364-3268
Email: To be provided by assigned Contract Monitor

2. Notices, Correspondence, Reports from the ADHS to the Contractor shall be sent to:

Organization: Gila County Division of Health and Emergency Services
Attention: Malinda Williams
Street Address: 5515 S. Apache Avenue, Suite 100
City, State and Zip Code: Globe, Arizona 85501
Telephone: 928-402-8809
Email: mewilliams@co.gila.az.us

3. Payments from ADHS to the Contractor shall be sent to:

Organization: Gila County Division of Health and Emergency Services
Attention: Renee Omstead
Street Address: 5515 S. Apache Avenue, Suite 100
City, State and Zip Code: Globe, Arizona 85501
Telephone: 928-402-4332
Email: romstead@co.gila.az.us

**ATTACHMENT 10
PRICE SHEET**

RFP NO. ADHS11-00000347

**Price Sheet
Effective April 1, 2010**

Cost Reimbursement Line Items	Annual Amount
Personnel and Employee Related Expenses	\$45,068.49
Professional and Outside Services	\$22,500.00
Travel	\$13,183.04
Other Operating Expenses	\$3,025.00
Indirect (if applicable, must have an approved and current letter from HHS stating the indirect rate)	\$5,052.66
Total not to exceed:	\$88,829.19

With prior written authorization from the ADHS Ryan White Part B Program Manager, the Contractor may transfer up to fifteen percent (15%) of the total Annual Amount among line items. Transfers beyond fifteen percent (15%) shall require written notice of a Contract Amendment.

Capital Outlay Expenses are not allowed

Indirect Expenses are not allowed without an approved and current letter issued by HHS stating the indirect rate (must show proof).

Direct Expenses must be detailed in the budget narrative

Food and beverage expenses are not allowed

Out of State travel expenses are not allowed

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

PROGRAM IMPLEMENTATION PLAN

Contractor Name: _____ Gila County

HRSA, HIV/AIDS Bureau Goal: to ensure the provision of Core Medical and Support Services as specified by HRSA. Funding issued under the Ryan White HIV/AIDS Treatment Extension Act of 2009 is to fill gaps in care not covered by other resources.

Program Implementation Plan

Using this format, submit a plan for each separate service category (Service Categories in Exhibit 11) to be delivered during the full funding period/project cycle (April 1, 2011 through March 31, 2012). The goals listed should directly relate to the services to be delivered, and the accompanying detailed narrative for each service proposed. Goals should cover such things as planning, implementation, staffing, budgeting, start-up and wrap-up strategies, monitoring, or any special considerations in accordance with the information provided in the Instructions and Scope of Work of this Proposal.

This plan will be updated each year of the funding cycle.

See Exhibit 2 for more information.

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Case Management (Non-Medical)			
Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
<p>Goal #1: Persons newly diagnosed with HIV/AIDS in Gila, Apache and Navajo Counties will be offered non-medical case management services</p>			
<p>1.1: Newly Diagnosed HIV Clients in Gila, Apache and Navajo Counties will be contacted within 7 days.</p>	<p>1.1a) Maintain contacts with ADHS, hospitals and local providers. 1.1b) Contact client to schedule a face-to-face appointment 1.1c) Hold meeting with individual in an environment that provides confidentiality, privacy and a sense of security for that client.</p>	<p>1.1: 3</p>	<p>1.1: 3</p>
<p>1.2: Newly Diagnosed HIV Clients in Gila, Apache and Navajo Counties will be evaluated for eligibility and made aware of the services available to them.</p>	<p>1.2a) Gather documentation for eligibility (identity, income residence, HIV status) 1.2b) Obtain AHCCCS eligibility letter. 1.2c) Discuss all services the client is eligible to receive</p>	<p>1.2: 3</p>	<p>1.2: 3</p>

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
<p>Goal #2: Persons living with HIV/AIDS in Gila, Apache and Navajo Counties will receive assistance in obtaining medical, social, community, legal, financial, and other needed services.</p>			
<p>2-1: Each client will have a current comprehensive, individualized care plan.</p>	<p>2.1a) Client goals and needs will be determined. 2b) Communication will be maintained via telephone, fax, e-mail, text, and face-to-face contract to identify any new/additional concerns. 2.1c) Re-evaluated care plan at a minimum of every 6 months.</p>	<p>2.1: 50</p>	<p>2.1: 3,500</p>
<p>2-2: Clients will be provided with a comprehensive list of appropriate community resources</p>	<p>2.2.a) Collaborate with community partners to establish a list of current community and county resources. 2.2.b) Update resources as needed 2.2.c) Provide appropriate resources to client.</p>	<p>2.2: 50</p>	<p>2.2: 150</p>

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Emergency Financial Assistance		Number of Client Service Transactions
Objectives	Activities	Number of Clients Served
<p>Goal #1: Eligible HIV/AIDS clients in Gila, Apache, and Navajo County will be provided with financial assistance through Ryan White as a payer of last resort on a short term basis.</p>		
<p>1.1: Determine eligibility for clients requesting Emergency Financial Assistance</p>	<p>1.1a) Gather documentation for verification that income is below 300% FPL.</p>	<p>1.1: 80</p>
<p>1.2: Seek outside services available to provide client needs</p>	<p>1.2a) Contact other resources to determine if other financial services are available. 1.2.b) Verify that Ryan White will be payer of last resort</p>	<p>1.2: 80</p>

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Goal #2: Emergency Financial Assistance will be provided on a temporary basis only.			
Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
2-1: Clients needing emergency assistance will be provided with a list of current local resources for financial assistance	2.1a) A list of current resources will be maintained by the Case Manager 2.1b) Provide client with a list of resources to receive further assistance.	2.1: 50	2.1: 80
2-2: Clients will obtain financial assistance from other sources.	2.2a) Explain process required for applying for additional services 2.2b) Assist client in eliminating any barriers to receiving financial assistance	2.2: 50	2.2: 80

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Psychosocial Support Services		Number of Client Service Transactions
Goal #1: Clients and their family members will be given the opportunity to receive support and counseling activities in Apache and Navajo Counties.		
Objectives	Activities	Number of Clients Served
<p>1.1: Facilitated Support Group Sessions will be scheduled on a monthly basis</p>	<p>1.1a) Group members determine date and location of meeting. 1.1b) Verify Psychiatric Mental Health Nurse Practitioner is available. 1.1c) A group e-mail reminder is sent to clients 1.1d) Case Manager attends group session. 1.1e) Concerns are discussed and HIV education is provided.</p>	<p>1.1: 8 1.1: 96</p>
<p>1.2: Clients requiring more individualized counseling will be provided with resources.</p>	<p>1.2a) A list of current resources will be maintained by the Case Manager 1.2b) Provide client with a list of resources to receive further assistance.</p>	<p>1.2: 30 1.2: 4</p>

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Goal #2: Clients and their family members will be given the opportunity to receive support and counseling activities in Gila County	Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
2.1: Establish a support group for clients and their families.	<p>2.1a) Verify interest in support group with client</p> <p>2.1b) Locate a counselor to facilitate group.</p> <p>2.1c) Arrange date, time and meeting place.</p> <p>2.1d) Arrange transportation for group member</p> <p>2.1e) Attend group</p> <p>2.1f) Schedule group meetings based on interest</p>	<p>2.1: 20</p>	<p>2.1: 240</p>	
2.2: Clients requiring more individualized counseling will be provided with resources.	<p>2.2a) A list of current resources will be maintained by the Case Manager</p> <p>2.2b) Provide client with a list of resources to receive further assistance.</p>	<p>2.2: 20</p>	<p>2.2: 4</p>	

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Treatment Adherence Counseling			
Goal #1: Clients will receive additional support to encourage their compliance with the medical care plan developed by the clients' physician.			
Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
1.1: The importance of medical compliance is reinforced to the client	1.1a) Communication is maintained between the physician and the case manager 1.1b) Case manager reinforces the importance of compliance with the physicians instructions	1.1: 50	1.1: 500
1.2: The client will understand the reasons behind their medical plan	1.2a) Communication is maintained between the physician and the case manager. 1.2b) The case manager will encourage the client to ask questions during their medical visits	1.2: 50	1.2: 500
1.3: Clients will receive support from peers.	1.3a) General issues and concerns of group participants will be addressed during Support Group Meetings	1.3: 50	1.3: 160

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

REP NO. ADHS11-00000347

Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
<p>Goal #2: Individuals affected by HIV/AIDS will be provided with support to encourage their assistance in sustaining the medical care plan of the client.</p>			
<p>2-1: Family members will receive support from case manager.</p>	<p>2.1a) Case manager will obtain permission from client to communicate with affected care givers. 2.1 b) Case manager will maintain open communication with affected family members 2.1c) Case manager will encourage family member to ask questions.</p>	<p>2.1: 20</p>	<p>2.1: 150</p>
<p>2-2: Understand the medical care plan</p>	<p>2.2a) Case manager will provide literature on a specific topic of interest or concern if available. 2.2b) Case manager will provide contact information for a physician to answer any questions.</p>	<p>2.2: 20</p>	<p>2.2: 30</p>
<p>2-3: Family members are encouraged to attend group counseling sessions.</p>	<p>2.3a) Case manager will encourage family members to attend group support sessions with clients. 2.3b) General issues and concerns of group participants will be addressed during Support Group Meetings</p>	<p>2.3: 10</p>	<p>2.3: 120</p>

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Food Bank/ Home-Delivered Meals				
Goal #1: Clients will be provided with actual food or meals as needed.				
Objectives	Activities	Number of Clients Served	Number of Client Service Transactions	
1.1: Clients will be aware of all resources available within their community to provide food.	1.1a) A resource list will be provided to clients needing food assistance 1.1b) Clients will be notified of unscheduled food bank services.	1.1: 50	1.1: 50	
1.2: Food cards/boxes will be provided to clients when needed	1.2a) The case manager will purchase food cards/boxes for clients as needed.	1.2: 50	1.2: 30	
Goal #2: Clients will be provided with essential household supplies as needed.				
Objectives	Activities	Number of Clients Served	Number of Client Service Transactions	
2-1: Clients will be aware of all resources available within their community to provide household supplies	2.1a) A resource list will be provided to clients needing essential household supplies.	2.1: 50	2.1: 50	
2-2: Store gift cards will be provided to clients needing household supplies and hygiene items.	2.2a) Store gift cards will be purchased as needed. 2.2b) Case manager will assist with shopping when needed.	2.2: 50	2.2: 30	

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Housing Services			Number of Client Service Transactions
<p>Goal #1: Eligible HIV/AIDS clients in Gila, Apache, and Navajo County will be provided with financial assistance for housing through Ryan White as a payer of last resort on a short term basis.</p>			
<p>Objectives</p>	<p>Activities</p>	<p>Number of Clients Served</p>	<p>Number of Client Service Transactions</p>
<p>1.1: Determine eligibility for clients requesting Emergency Financial Assistance for housing</p>	<p>1.1a) Gather documentation for verification that income is below 300% FPL.</p>	<p>1.1: 50</p>	<p>1.1: 10</p>
<p>1.2: Seek outside services available to provide client needs</p>	<p>1.2a) Contact other resources to determine if other financial services are available. 1.2.b) Verify that Ryan White will be payer of last resort</p>	<p>1.2: 50</p>	<p>1.2: 10</p>

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Medical Transportation Services		Number of Client Service Transactions
Objectives	Activities	Number of Clients Served
<p>Goal #1: Eligible Ryan White HIV/AIDS Program clients in Apache and Navajo Counties will be provided transportation assistance to support services as needed.</p>		
<p>1.1 Clients will be aware of transportation services within their area.</p> <p>1.2 Ryan White funds will be used only as payer of last resort</p> <p>1.3 Clients will be provided with financial assistance for transportation.</p>	<p>1.1a) A referral list of transportation services will be maintained</p> <p>1.1b) A list of transportation services will be provided to the client as needed</p> <p>1.2a) Gather documentation that the client income is 300% FPL.</p> <p>1.2b) Investigate alternative means of transportation</p> <p>1.3a) Provide gas card/ taxi, bus or van service to the client</p>	<p>1.1: 30</p> <p>1.2: 30</p> <p>1.3: 30</p>
		<p>1.1: 30</p> <p>1.2: 70</p> <p>1.3: 70</p>

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
<p>Goal #2: Eligible Ryan White HIV/AIDS Program clients in Gila County will be provided transportation assistance to core medical services and support services as needed.</p>			
<p>2-1: Clients will be aware of transportation services within their area.</p>	<p>2.1a) A referral list of transportation services will be maintained 2.1b) A list of transportation services will be provided to the client as needed</p>	<p>2.1: 20</p>	<p>2.1: 20</p>
<p>2.2: Ryan White funds will be used only as payer of last resort</p>	<p>2.2a) Gather documentation that the client income is 300% FPL. 2.2b) Investigate alternative means of transportation</p>	<p>2.2: 20</p>	<p>2.2: 40</p>
<p>2.3 Clients will be provided with financial assistance for transportation</p>	<p>2.3a) Provide gas card/ taxi, bus or van service to the client</p>	<p>2.3: 20</p>	<p>2.3: 40</p>

**ATTACHMENT 2
CULTURAL COMPETENCY ASSESSMENT**

RFP NO. ADHS11-00000347

Cultural Competency Assessment

1. Provide Contractor's ability or capacity to offer *culturally competent* programming to the targeted populations by describing previous service deliveries, programs or interventions to the targeted populations or similar groups along with a brief synopsis of your service delivery outcomes.

Gila County's population is very diverse. This diversity includes three Native American reservations, a large Hispanic and non-Hispanic population. This diversity mirrors in many ways that of Apache and Navajo Counties. Gila County has been successful with many programs to provide culturally competent programs. We encourage our staff to obtain training as available and look to community partners for assistance when indicated. Currently, Gila County manages immunizations, W.I.C., and the Teen Pregnancy Prevention Program just to name a few. We provide culturally appropriate information to all clients as needed.

2. What percentage of the direct staff and/or direct management complement the demographics of the respective service area and/or target population and in what way do they complement the service area and/or target population?

Of the five staff involved in this program, 40% complement the demographics of Gila County. The majority of this staff has spent a large amount of time interacting with the largest demographic groups. 60% of the staff have received training from multiple venues on cultural competency.

Describe how all program staff and direct management will receive *cultural competency* orientation within the first six (6) months of hire and how you plan to incorporate ongoing cultural competency training will be incorporated throughout the funding cycle.

Cultural competency training will be acquired by new staff when available. On the job training will be provided by existing staff. Annual training will be updated as programs are available.

3. Describe the service categories offered will be provided in a manner compatible with the targeted populations' interpersonal styles, cultural health beliefs, practices, and preferred languages?

The targeted population's interpersonal styles and cultural beliefs will be taken into consideration as services are provided and planned for. Language preferences will be managed within our current staff or as needed with community partners.

4. Describe the plan to provide limited English proficiency populations with resources in the primary language? (response required only if applicable)

Since our population contains a large Hispanic group, Spanish is the most requested language. Most printed information available comes in Spanish and those items that don't, can be translated.

Describe how printed, audiovisual materials and post signage will be evaluated for appropriate language and literacy.

Most printed information available comes in Spanish and those items that don't, can be translated. There is no written Apache translation.

**ATTACHMENT 2
CULTURAL COMPETENCY ASSESSMENT**

RFP NO. ADHS11-00000347

Describe how you will provide bilingual staff, interpreters, and telephone interpreters if the population served requires them. **(response required only if applicable)**

For those clients that only speak Apache, Tribal Health Liaisons can be used for translation. Currently, the Health Department has bilingual staff and capability with this staff to translate in person and/or by telephone.

5. Attach the process evaluation form used to evaluate the effectiveness of activities undertaken towards developing a culturally competent service delivery system.
(See Attached)

6. Describe the methodology of collecting demographic data including (at least) race/ ethnicity, gender, and age of participants and how to monitor service delivery to diverse individuals **within** the targeted populations.

Demographic data on clients is obtained during the client intake process. Service delivery to the targeted populations will be evaluated by the case manager and the Deputy Director of Prevention.

Describe the plan to assess the satisfaction of participants and ensure that responses from diverse participants are included in the tabulation of satisfaction surveys.

Annually, clients will be requested to evaluate program satisfaction including case management performance. These evaluations will be confidential and anonymous. The Deputy Director of Prevention will receive these evaluations and share findings with the case manager and all other applicable staff as indicated.

Describe how this information will be used to support, alter, or expand the culturally appropriate services being offered.

Information will be used to improve, clarify and/or suspend services as indicated.

7. Add any additional statements that demonstrate how *CLAS Standards* are being used to support your service.

Because culture and language are vital factors in how health care services are delivered and received, we understand that it is important that our staff understand and respond with sensitivity to the needs and preferences that culturally and linguistically diverse patients bring to the health encounter. Providing culturally and linguistically appropriate services (CLAS) to these patients improves access to care, quality of care, and, ultimately, health outcomes. Our case manager has received training in cultural competency for our areas diverse populations. Trainings include "Service Provider Diversity and Cultural Sensitivity Training", the "Indian Health Services HIV/AIDS Collaborative Regional Training" (cultural competency for the Native American population), and Managing Patients in the Border Region" (cultural competency for the Hispanic population).

8. Attach all Memorandums of Agreement (MOA's), Memorandums of Understanding (MOU's), and/ or Letters of Support (LOS) with subcontractors. All MOA's, MOU's or LOS' shall contain language demonstrating commitment by the subcontractor(s) to comply with CLAS standards.

ATTACHMENT 2
CULTURAL COMPETENCY ASSESSMENT

RFP NO. ADHS11-0000347

9. Describe the plan to address complaints related to cultural/linguistic competencies.

Culturally competent complaints and/or suggestions for change will be addressed to the deputy director for resolution. Improvements will be handled with an improvement plan and actions taken documented.

Resources: Office of Minority Health, www.minorityhealth.hhs.gov
National Center for Cultural Competence, www.11.georgetown.edu
National Institutes of Health, www.nih.gov

**ATTACHMENT 3
PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

Cultural Competency Program Evaluation Plan

Contractor Name: _____ Gila County

A detailed plan for the first year of the full funding period/project cycle (April 1, 2011 through March 31, 2012) is to be submitted. The plan should specify specific Evaluation tools and service delivery monitoring measures which will be taken to establish baseline measures for the Program Implementation Plan. In addition, the Program Evaluation Plan must demonstrate how specific variables required by HRSA, or by the ADHS Quality Management Plan as shown in Exhibit 3 will be measured and reported.

Using this form, submit an evaluation plan which is a detailed plan for the first year of this funding period/project cycle. Reference Exhibit 5 for more detail on how to prepare the Program Evaluation Plan

An update of this plan will be required annually, and beginning in the second year of the project cycle, it will be required to include specific measures that assess goals for program improvement outlined under the 2nd year Program Implementation Plan.

Monitoring and Evaluation Plan- Cultural Competency

Evaluation and Monitoring Questions	Use and Purpose	Evaluation and Monitoring Tools	Event/Time Used Responsible Party
Are services provided to the client provided in the appropriate language and compatible with their cultural beliefs and practices?	Determine if the case manager provides the client effective, understandable and respectful care compatible with their cultural beliefs and practices and preferred language? To provide Culturally Competent Non-Medical Case Management	Validation that services and information were provided in the clients language through review of patient charts.	Event: Assessment of printed materials and documentation of an interpreter. Quarterly Review Case Manager and Deputy Director of Prevention

**ATTACHMENT 3
PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

<p>Has staff at all levels received ongoing education and training in culturally and linguistically appropriate service delivery?</p> <p>Does the client intake include the client's race, ethnicity, and spoken and written language?</p>	<p>The evaluation of employee skills in culturally competency.</p> <p>To adequately identify population groups within a service area. To assure that health care services are provided equitably.</p>	<p>Client Satisfaction Surveys</p> <p>CAREWare</p>	<p>Event: Annual Satisfaction Surveys provided to clients. Responses will be confidential and reviewed by the Deputy Director of Prevention.</p> <p>Event: Quarterly Review Time: As needed Case Manager and Deputy Director of Prevention</p>
<p>Does the case manager collaborate and consult with community-based organizations, providers, and leaders for the purposes of partnering on outreach?</p>	<p>To ensure the case managers understanding of the needs of the clients served.</p>	<p>Chart Review Referral lists</p>	<p>Event: Quarterly Review Time: As needed Case Manager and Deputy Director of Prevention</p>
<p>Does the Case Manager have a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area?</p>	<p>To determine cultural factors related to client needs, attitudes, behaviors, health practices, and concerns about using health care services as well as the surrounding communities resources, assets and needs related to cultural competency.</p>	<p>Census figures School enrollment profiles County and State health status reports Data from Community Agencies</p>	<p>Event: Annual evaluation of program. Update of goals and implementation plan. Time: 8 hours Case Manager</p>

**ATTACHMENT 3
PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

Evaluation plans shall be in accordance with requirements laid out in the Method of Approach and Scope of Work for the Proposal.			

**ATTACHMENT 3
PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

Program Evaluation Plan

Contractor Name: Gila County

A detailed plan for the first year of the full funding period/project cycle (April 1, 2011 through March 31, 2012) is to be submitted. The plan should specify specific Evaluation tools and service delivery monitoring measures which will be taken to establish baseline measures for the Program Implementation Plan. In addition, the Program Evaluation Plan must demonstrate how specific variables required by HRSA, or by the ADHS Quality Management Plan as shown in Exhibit 3 will be measured and reported.

Using this form, submit an evaluation plan which is a detailed plan for the first year of this funding period/project cycle. Reference Exhibit 5 for more detail on how to prepare the Program Evaluation Plan

An update of this plan will be required annually, and beginning in the second year of the project cycle, it will be required to include specific measures that assess goals for program improvement outlined under the 2nd year Program Implementation Plan.

Monitoring and Evaluation Plan

Evaluation and Monitoring Questions	Use and Purpose	Evaluation and Monitoring Tools	Event/Time Used Responsible Party
<p>Case Management (Non-Medical)</p> <p>Does each client have a current (updated within the past 6 months) comprehensive individualized care plan?</p>	<p>To look at strengths and gaps in programs or performance, trends in service and emerging issues.</p>	<p>Review of Client files</p>	<p>Event: Quarterly Review Time Used: 6 hours or as needed. Responsible Party: Case Manager and Deputy Director of Prevention.</p>

**ATTACHMENT 3
PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

<p>Emergency Financial Assistance</p> <p>Were all clients requesting Emergency Financial Assistance screened for eligibility and were all other avenues of assistance eliminated before the assistance was provided?</p>	<p>To determine in detail how the intervention was delivered and to determine gaps in assistance available at the local level.</p> <p>To be accountable to clients and funders.</p>	<p>The number and types of Emergency Financial Assistance provided to clients will be tracked based on the Case Managers records. A review will determine the purposes of the EFA's, the needs of local clients, and any gaps in resources. CAREWare.</p>	<p>Event: Ongoing. Reviewed Quarterly.</p> <p>Time used: As needed</p> <p>Responsible Party: Case Manager and Deputy Director of Prevention.</p>
<p>Food Bank/Home-Delivered Meals</p> <p>How many food cards, food vouchers and gift cards for clients were provided?</p>	<p>Needs Assessment, baseline data.</p> <p>To help design and/or modify intervention.</p>	<p>Number, types and amount of food card, food vouchers and gift cards provided to client.</p> <p>CAREWare</p>	<p>Event: Ongoing, Reviewed Quarterly</p> <p>Time Used: As needed</p> <p>Responsible Party: Case Manager</p>
<p>Housing Services</p> <p>Were all clients requesting Housing Assistance screened for eligibility and were all other avenues of assistance eliminated before the assistance was provided?</p>	<p>To determine in detail how the intervention was delivered and to determine gaps in assistance available at the local level.</p> <p>To be accountable to clients and funders</p>	<p>The number of requests for housing assistance, process used and outcome will be tracked based on the Case Managers records. A review will determine the needs of local clients, and any gaps in resources.</p> <p>CAREWare</p>	<p>Event: Ongoing, Reviewed Quarterly.</p> <p>Responsible Party: Case Manager and Deputy Director of Prevention.</p>

**ATTACHMENT 3
PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

<p>Medical Transportation Services</p> <p>Were all clients requesting Medical Transportation Services screened for eligibility and were all other avenues of assistance eliminated before the assistance was provided?</p>	<p>To determine in detail how the intervention was delivered and to determine gaps in assistance available at the local level.</p> <p>To be accountable to clients and funders</p>	<p>The number of requests for medical transportation, process used and outcome (gas card/ taxi, etc) will be tracked based on the Case Managers records. A review will determine the needs of local clients, and any gaps in resources.</p> <p>CAREWare</p>	<p>Event: Ongoing, Reviewed Quarterly.</p> <p>Time used: As needed</p> <p>Responsible Party: Case Manager and Deputy Director of Prevention.</p>
<p>Psychosocial Support Services</p> <p>Are the support groups implemented as intended and reach the target audience?</p>	<p>To determine how the service program is being implemented. Quality Assurance.</p>	<p>A record will be kept regarding attendance (HIV/AIDS Infected or HIV/AIDS Affected). Topics discussed. What curriculum and material were used?</p>	<p>Monthly Support Group Sessions.</p> <p>Time used: 8 hours</p> <p>Responsible Party: Case Manager</p>
<p>Treatment Adherence Counseling</p> <p>Were individuals infected by HIV/AIDS provided with support?</p>	<p>To determine strengths or gaps in program or performance.</p>	<p>Number and types of encounters with individuals infected by HIV/AIDS will be monitored.</p> <p>CAREWare</p>	<p>Event: Ongoing. Reviewed Quarterly</p> <p>Time used: As needed</p> <p>Responsible Party: Case Manager and Deputy Director of Prevention.</p>

**ATTACHMENT 3
PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

**ATTACHMENT 4
KEY PERSONNEL FORM**

RFP NO. ADHS11-00000347

Key Personnel Form

Key personnel is defined as all staff persons with responsibility for fulfilling any component of the contracted service categories. List all personnel in the table below, including those positions that may need to be filled.

Name	Position/Title	% Time Assigned to Contract
Malinda Williams	HIV Program Coordinator	90%
Michelle Craft	Public Health/Epi Nurse	3% as a back up
Renee Omstead	Accounting Clerk	10%
Paula Horn	Deputy Director of Prevention	5%

Provide resumes for existing staff that will be part of the project. Resumes shall include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, education preparation, etc.

Provide job descriptions for all positions that will be funded in any part by this Contract. Describe staff accountabilities, required expertise, minimum qualifications necessary to fulfill job duties, preferred qualifications, description of work to be performed by this position, and what personnel (titles) the position reports to. List how much time each person will spend on the project.

ATTACHMENT 5
COLLABORATIONS AND/OR PROPOSED SUBCONTRACTORS

RFP NO. ADHS11-00000347

Collaborations and/or Proposed Subcontractors

If the service or program described in response to this Contract proposes either subcontractors or collaborations, provide a description for each one included.

Documentation of agreement or a support letter, one (1) format provided in Attachment 5, must accompany each identified collaborative partner or proposed subcontract.

Proposed Collaboration(s)	Terms	Relation to proposed project (How will this collaboration enhance the provision of services in the current proposal)
Northland Cares	To provide outpatient medical services for Gila, Apache and Navajo Counties.	Satellite clinic and telemedicine will be provided making it more convenient for these clients to access HIV care.
North Country Healthcare	To provide core medical services for Apache and Navajo Counties.	The core services include outpatient and ambulatory health services, medical case management, oral health, health insurance premium cost sharing, AIDS pharmaceutical assistance, early intervention and mental health.
Bread and Soup for You, PLLC	To provide HIV support group services for Apache and Navajo Counties.	Provides psychosocial support services for clients and their affected care givers.
Apache County Public Health Services District	To provide HIV Prevention Services to Apache County residents.	Work with Gila County case management in early identification of individuals with HIV/AIDS.
Navajo County Public Health Services District	To provide HIV Prevention Services to Navajo County residents.	Work with Gila County case management in early identification of individuals with HIV/AIDS.
Southern Arizona AIDS Foundation	To provide oral health services to Gila, Apache and Navajo County residents	Work with Gila County case management to ensure client receive oral health services.

Add additional collaborators as needed

**ATTACHMENT 5
COLLABORATIONS AND/OR PROPOSED SUBCONTRACTORS**

RFP NO. ADHS11-00000347

Proposed Subcontractor(s)	Terms	Relation to proposed project (How will this subcontractor enhance the provision of services in the current proposal)
N/A		

Add additional subcontractors as needed

DOCUMENTATION OF COLLABORATIVE PARTNER and/or SUBCONTRACTOR

You have been identified in the response to RFP ADHS11-00000347 as either a proposed subcontractor or a collaborating partner in a HIV Care Services project by (Offeror) _____ for (Service Category) _____. Please respond to the following question:

1. How will you (your program/agency) be working to support the terms of the offeror's proposed HIV prevention programming?
 - 1.1 If your proposed role will be as a **subcontractor** please include the following information: proposed budget details, staffing, and subcontract if available.
 - 1.2 If your proposed role will be as a **collaborative partner** please include the following information: description of in-kind resource(s) to be provided, staffing.

ATTACHMENT 6
AGENCY CAPACITY & REFERENCES

RFP NO. ADHS11-00000347

REFERENCE

Contract Term / Dates of Work: Ongoing

Geographic Area(s) Served: Gila County

Target Population(s) Served: All residents

Please respond to the following questions:

1. Have you worked with this agency/program in the past? Give specifics as to dates, results (outcomes achieved, objectives met)

The Gila County Immunization Program has provided immunizations for clients enrolled in the HIV Care and Services Program as needed. Influenza vaccines are provided annually for those clients who do not have AHCCCS. We have also provided clients with Tuberculosis testing as HIV increases the risks associated with TB. Hepatitis Vaccines have been provided to clients who have no insurance and whose physicians have requested the vaccines.

2. How do you plan to work together in the future?

The Gila County Immunization Program will continue to provide any vaccines requested by physicians for individuals without insurance in the Gila County HIV Care and Services Program.

3. Describe the Contractor's expertise with and/or capacity for completing the terms of this Proposal.

The Gila County HIV Program has been in existence for twenty years. I have worked directly with the HIV case managers for over the past 9 years. The current case manager has been providing services to the residents of Gila, Apache and Navajo Counties for the past 4 years. The Gila County Case Managers have always done their utmost to provide interventions and support to their clients with respect and integrity. I am please to say the current case manager has maintained this tradition.

This page should be completed by the named contact at the referring agency.

Contact Name and Title: Lorraine Dalrymple, RN, Health Services Program Manager

Telephone and Email: (928) 402-8807 ldalrymp@co.gila.az.us

Address: Gila County Office of Health, 5515 S. Apache Avenue, Globe, AZ, 85501

Signature: *Lorraine Dalrymple, R.N.* Date: 1/14/11

**ATTACHMENT 6
AGENCY CAPACITY & REFERENCES**

RFP NO. ADHS11-00000347

REFERENCE

Contract Term / Dates of Work: Ongoing

Geographic Area(s) Served: Gila County Low Income

Target Population(s) Served: Low Income

Please respond to the following questions:

1. Have you worked with this agency/program in the past? Give specifics as to dates, results (outcomes achieved, objectives met)

CAP has paid rent and utilities this past fiscal year – 2009/2010 – for a least one of the Gila County HIV Program clients. There may be more, but due to confidentiality we are unable to provide specifics.

2. How do you plan to work together in the future?

Through a referral process as we are located in the same building.

3. Describe the Contractor's expertise with and/or capacity for completing the terms of this Proposal.

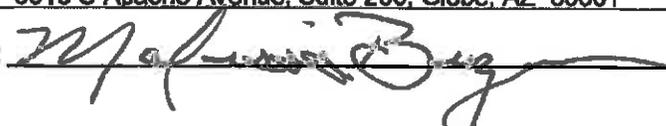
They are extremely passionate about their clients and the referral process is made easy because of their expertise.

This page should be completed by the named contact at the referring agency.

Contact Name and Title: Malissa Buzan, Gila County Community Action & Housing Services Program Manager

Telephone and Email: (928) 425-7631 mbuzan@co.gila.az.us

Address: 5515 S Apache Avenue, Suite 200, Globe, AZ 85501

Signature:  Date: January 12, 2011

**ATTACHMENT 7
OFFERORS ADDITIONAL INTERNAL RESOURCES (IF APPLICABLE)**

RFP NO. ADHS11-00000347

Offeror's Additional Internal Resources

Use the table format provided below to list all other funding, in-kind and collaborative resources that will be used in conjunction with the proposed project. Include financial resources, in-kind support and proposed collaborative efforts that will be used to enhance program delivery. Limit the named existing resources to those received within the last five (5) years.

Name and Type of Existing Funding (Federal, State, local, other)	Annual Amount/ Term of Funding (Effective date/Ending date)	Relation to proposed project (How will this funding enhance the provision of services in the current proposal)
HIV Prevention-State from ADHS	\$4,508.00	HIV Prevention provides HIV counseling and testing services for Gila County residents. The funding will work together to determine early identification of individuals with HIV/AIDS.
In-Kind Support (Supplies, referrals, other existing programs within the agency, etc.)	Terms	Relation to proposed project (How will this support enhance the provision of services in the current proposal)
Deputy Director of Prevention Services HIV Case Management Back Up	As Needed As Needed	For Quality Assurance and Supervision For Continuity of care.

**ATTACHMENT 8
MINIMUM COMPUTER REQUIREMENTS**

RFP NO. ADHS11-00000347

Minimum Computer Requirements

As the authorized representative of Gila County (insert name of agency/business/health department) agree that:

All staff working on the proposed service will have access to a stand alone, network or laptop computer with the following programs:

Windows Operating System version XP or later
Microsoft Office 2007
Internet Explorer 7 or Firefox 3.5 internet browser with high speed internet access
Firewall protection of all health and Ryan White data that restricts outside access
User level access security to Ryan White data systems
system-wide virus and malware protection that is maintained with virus definition updates.

Each offeror must have an installation of CareWare or another HRSA approved application for Ryan White client level data reporting. (Note: If the offeror opts not to use CareWare at this time, they should be aware that the Ryan White Part B program will require the offeror to have the ability to transfer service data each month from their selected data system into a statewide CAREWare network after August 31, 2011.)

Staff must have access to the Ryan White client level data system to complete data entry that meets deliverable requirements.

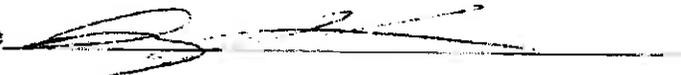
Supervisors must have access to the Ryan White client level data system to run reports and perform quality assurance activities

I understand that failure to meet these computer requirements will result in forfeiture of the Contract, if awarded.

Authorized representative of Gila County

Name (printed) Darryl Griffin

Title I.T. Director

Signature 

ATTACHMENT 9
MATERIALS REVIEW ACCEPTANCE

RFP NO. ADHS11-00000347

Materials Review Acceptance

All materials (such as forms, documents, publications, etc.) developed or utilized by Programs shall be approved by the ADHS, Office of HIV, STD and Hepatitis Services, HIV Care and Services (Ryan White Part B) Program prior to any use by the Program. Please review Exhibit 7, Offerors Additional Information Resources, for more information.

As the responsible Party for the service described in this Proposal, I understand it is a contractual requirement to ensure that all materials are submitted and approved prior to use. I also understand that failure to do so may jeopardize funding.

Agency: Gila County

Name: Michael A. Pastor

Title: Chairman of the Board of Supervisors

Signature: *Michael A. Pastor*

Date: 2/1/14

**ATTACHMENT 11
BUDGET JUSTIFICATION AND NARRATIVE**

RFP NO. ADHS11-00000347

Offerors will provide information covering Personnel Services, Employee Related Expenses, Professional and Outside Services, Other Operating Expenses, and Travel in the tables below, for each separate service category proposed, as well as a detailed narrative covering each item listed in the tables. Administrative costs are those which are necessary for the logistical operation of the program, but are not directly related to the delivery of the services provided. Quality Management costs are those which are directly related to the programs clinical quality management activity, the program's participation in the Ryan White Part B statewide quality management program, or any data collection or reporting activity required for clinical quality management.

Ryan White Part B Line Item Budget Preparation

Amount Requested:

Line Item	Full Salary	FTE % for Program	Core Medical FTE	Core Medical \$	Support Services FTE	Support Services \$	QM FTE	QM \$	Admin FTE	* Admin \$	Total \$
A. Personnel											
HIV Case Manager/Program Coordinator	\$35,412.52	90%			85%	30,100.64	5%	1,770.78			31,871.42
Accounting Clerk	\$33,250.00	10%							10%	\$3,325.00	3,325.00
Sub-total Personnel											35,196.42
B. Fringe											
Employee Related Expenses (ERE)											
HIV Case Manager/Program Coordinator	10,968.97	90%			85%	9,323.62	5%	548.45			9,872.07
Sub-total ERE											
C. In-State Travel											
Mileage per year -20,508 miles						7,793.04					
Hotel						4,200.00					

**ATTACHMENT 11
BUDGET JUSTIFICATION AND NARRATIVE**

RFP NO. ADHS11-00000347

Total Quality Management
across all services is capped at
5%.



STATE OF ARIZONA
Department of Health Services
NOTICE OF REQUEST FOR PROPOSAL

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER: ADHS11-00000347

SOLICITATION DUE DATE/TIME: February 7, 2011 at 3:00 P.M. Local Arizona Time

SUBMITTAL LOCATION: <https://procure.az.gov/bsollogin.jsp>

DESCRIPTION:	HIV Care and Services		
PRE-OFFER CONFERENCE:	Monday, January 10, 2010	9:00 A.M.	1740 West Adams St. Conference Room 309
	Teleconference Available	For Instructions	
	Call 1-866-311-1127	Refer to Special Instructions Section A	
	Access Code 5277876		
	<hr/>	<hr/>	<hr/>
	Date	Time	Location

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona's online procurement system ProcureAZ, at <https://procure.az.gov/bsollogin.jsp>. Proposals received by the due date and time will be opened. The name of each Offeror will be publicly available. Proposals must be submitted in the State ProcureAZ system on or prior to the date and time indicated. Late Proposals will not be considered. It is the responsibility of the offeror to routinely check the State ProcureAZ web site for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Cindy Sullivan
Arizona Department of Health Services
(602) 542-2934
E-mail: Cynthia.Sullivan@azdhs.gov

UNIFORM INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS11-00000347

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
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 of Scope of Work, the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract
4. *"Contractor"* means any person who has a Contract with the State
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means Offer, proposal or quotation
8. *"Offeror"* means a vendor who responds to a Solicitation.
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
10. *"Solicitation"* means an Invitation for Offers ("RFP"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"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
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract

B. Inquiries

1. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact
3. **Submission of Inquiries** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing

UNIFORM INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS11-00000347

4. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and shall be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. **No Right to Rely on Verbal Responses.** An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. **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.

C. Offer Preparation

1. **Forms: No Facsimile, Telegraphic or Electronic Mail Offers.** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for Offers.
2. **Typed or Ink; Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. **Exceptions to Terms and Conditions**
 - 4.1 All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 4.2 **Invitation for Offers.** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 4.3 **Request for Proposals.** All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An Offer that takes exception to any material requirement of the solicitation may be rejected.
5. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. **Cost of Offer Preparation.** The State will not reimburse any Offeror the cost of responding to a Solicitation.

UNIFORM INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS11-00000347

7. Solicitation Amendments Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
10. Employee Identification. Offeror agrees to provide an employee identification number or social security number to the ADHS for the purposes of reporting to appropriate taxing authorities, monies paid by the ADHS under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
11. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing Offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
12. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
13. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 13.1 Special Terms and Conditions;
 - 13.2 Uniform Terms and Conditions;
 - 13.3 Statement or Scope of Work;
 - 13.4 Specifications;
 - 13.5 Attachments;
 - 13.6 Exhibits,
 - 13.7 Special Instructions to Offerors;
 - 13.8 Uniform Instructions to Offerors
 - 13.9 Other documents referenced or included in the Solicitation.
14. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

1. Each Offer shall be submitted to the submittal location identified in this Solicitation.

UNIFORM INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS11-00000347

2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official Contract form, the Offeror certifies that:
 - 4.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
6. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 6.1 Waive any minor informality;
 - 6.2 Reject any and all Offers or portions thereof; or
 - 6.3 Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement

UNIFORM INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS11-00000347

Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer

3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official Contract form, unless another date is specifically stated in the Contract.

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007

SPECIAL INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS11-00000347

A. Pre-Offer Conference:

Prospective Offerors are invited to attend a Pre-Offer Conference. The date, time and location of this conference are indicated on the solicitation cover sheet. You may participate in the Pre-Offer Conference via teleconference. Call 1-866-311-1127 and use access code *5277876*. Offerors must RSVP at least a day before Pre-Offer Conference to participate via teleconference. The purpose of this conference will be to clarify the contents of this request for proposal in order to prevent any misunderstanding of the ADHS's position. Any doubt as to the requirements of this Request for Proposals (RFP) or any apparent omission or discrepancy should be presented to the ADHS at this conference. The ADHS will then determine the appropriate action necessary, if any, and may issue a written amendment to the request for proposals. Oral statements or instructions shall not constitute an amendment to this request for proposals.

B. Proposal Requirements:

One electronic copy of the proposal shall be submitted in the ProcureAZ e-procurement system, <https://procure.az.gov/bsol/login.jsp>, as attachments in the acceptable format specified below. Acceptable formats include doc document (MicrosoftWord 2000, XP, or 2003), xls spreadsheet (Microsoft Excel 2000, XP, or 2003) and pdf (Adobe Acrobat portable documents format).

The responses shall be typed using a 12-point font and single spaced. Each proposal shall include an attachment for each response section. The material should be in sequence and organized as outlined below and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. 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. On each document, insert a Footer that specifies: Name of the Offeror, Name of the Attachment, the Solicitation Number, and Page Number. The ADHS will not provide any reimbursement for the cost of developing in response to this RFP. The proposal shall include at least the following information:

1. Table of Contents. The Offeror shall provide page numbers for each section of the proposal
2. Signed Offer and Acceptance signed by authorized person
3. Executive Summary. A brief overview of the project as described in the Method of Approach. The Executive Summary shall be no more than two (2) pages
4. Method of Approach (Methodology)
 - 4.1 **Executive Summary:** (limited to 1 page) A brief overview of the project as described in the Method of Approach. Proposal shall include: The population to be served, geographical location of provider, and the specific Ryan White services planned to be provided. Allowable options are described in Exhibit 11: Ryan White Part B Service Categories, Definitions and Requirements, shall be established service priorities within the proposed service regions under Exhibit 1: Statewide Needs Assessment;
 - 4.2 Written Narrative describing the method of approach that will be used to perform the tasks as described in the Scope of Work and Attachments. Proposal will address each Task and Requirement for the services category (ies) for which they are applying in the same order as written in the Scope of Work;
 - 4.3 Program Implementation Plan for each service category proposed that identifies program goals and objectives that are specific, measurable, appropriate, realistic and time-phased and that include the general activities that must be conducted through March 31, 2012, including but not limited to, planning, implementation, evaluation, budgeting, staffing and wrap-up of program. Complete Attachment 1: Program Implementation Plan. This plan will be updated at the beginning of each funding year. Refer to Deliverables in the Scope of Work for more information. See Exhibit 2: Implementation and Evaluation Plan. Include at least one (1) goal and one (1) objective addressing HIV positive persons in the Work Plan;

SPECIAL INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS11-00000347

- 4.4 Program Evaluation Plan listing evaluation and monitoring questions, tools, and how the evaluations will be made. The plan should include at least one (1) evaluation question in each service category of the Program Implementation Plan. Evaluation Plans should also include questions that specifically address the Ryan White Quality Management measures outlined in Exhibit 3: Variables Required By The Health Resources And Services Administration and ADHS For Reporting. See also Exhibit 5: Program Evaluation Plan;
 - 4.5 Describe Offeror's ability to provide culturally appropriate services as described in Cultural Competency Assessment (CLAS). Complete Attachment 2: Cultural Competency Assessment and refer to Exhibit 6: Cultural Competency Standards;
 - 4.6 Describe implementation of one (1) or more service categories tailored to meet the needs of the chosen target population. The Offeror shall describe how they will coordinate the delivery of services within the service region with other resources in the service region to assure Ryan White is the payer of last resort. Definitions and greater detail on these strategies and services are included in Exhibit 1: Statewide Needs Assessment, Exhibit 2: Program Implementation Plan and Program Evaluation Plan, and Exhibit 11: Ryan White Part B Service Categories, Definitions and Requirements;
 - 4.7 Service categories to be delivered will be chosen from among the approved Ryan White service categories listed in Exhibit 11: Ryan White Part B Service Categories, Definitions and Requirements, and must meet the definitions and requirements specified in Exhibit 11;
 - 4.8 Project start up activities should take no longer than one (1) month from the award of the Contract. Implementation of services to clients shall commence by no later than thirty (30) days after Contract award, and
 - 4.9 Describe the Offeror's systems for accounting including tracking and reporting revenues, services and administrative expenditures. Provide an actual example of such historical reporting on a quarterly and annual time period. Limit two (2) pages
5. Experience and Expertise:
- 5.1 Provide a description of Offeror's experience and expertise regarding the services offered, company history, location, number of years in business, types of services provided, and number of full and part-time employees;
 - 5.2 Describe the expertise and past experience of the Offeror in providing HIV Care Services, or other services, to the targeted population. Include time frame of services, type of services or description of services provided, and special skills or expertise of staff that will be included in the services. If the Offeror does not have relevant experience, describe the expertise that will enable implementation of the services proposed (Limit response to one (1) page, excluding attachments);
 - 5.3 Provide resumes or curriculum vitae for key personnel. Key personnel are defined as all staff persons with responsibility for fulfilling any component of the service implementation plan. Provide resumes for existing staff that will be part of the project. Resumes shall include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, educational preparation. Complete Attachment 4: Key Personnel Form;
 - 5.4 Provide job descriptions for all positions that will be funded in any part by this Proposal. Describe staff accountabilities and expertise. List how much time each person will spend on the project. These should be included in Attachment 4: Key Personnel Form;
 - 5.5 Describe proposed subcontractors or collaborations designed to complete or enhance the proposed project. Describe what fiscal monitoring will be used to avoid double billing. A subcontractor/collaboration form must be completed, signed by both parties, for each subcontract or collaboration. Complete Attachment 5: Collaborations and/or Proposed Subcontractors;
 - 5.6 Provide examples of a prior project with activities similar to those as described in this solicitation, a description of the work performed, the approach used to complete the project, recommendations made

SPECIAL INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS11-0000347

to the client and the project outcome. The ADHS may not be used as an example of prior projects; other examples of similar projects need to be included; and

- 5.7 Provide two (2) references of similar or related projects they have been responsible for during the past with appropriate contact information that can describe and evaluate the performance of the Offeror's work on the projects. Complete Attachment 6, Agency Capacity & References.
- 6 Describe resources which are complementary to the program to be funded. Complete Attachment 7: Offerors Additional Internal Resources, if applicable.
7. Provide an Itemized Budget, Budget justification, and Price Sheet showing proposed cost(s) including other sources of funds. Offeror shall provide fixed pricing for proposed services including an amount not to be exceeded. Offeror shall provide the Budget Justification. Complete Attachment 10: Price Sheet, and Attachment 11: Budget Justification and Narrative. See Exhibit 9: Budget Development Guidelines and Exhibit 10: Contractor's Expenditure Report and Monthly Activity Report. Also reference Exhibit 8: Deliverables Information, for year-end reporting requirements. Offeror's Budget narratives and Justification must demonstrate how the proposed program will limit administrative expenditures to not more than ten percent (10%) of funding
8. Complete Attachment 12, Proposal Summary Page, including the summary data on costs, numbers of clients, and costs per client for each service category listed that is included within the Proposal.
9. Complete Section H, Scope of Work, Notices, Correspondence and Reports.

C. Proposal Organization and Requirements:

The Proposal shall be organized in the following order:

1. Table of Contents
2. Offer and Acceptance Form signed by authorized person
3. Signed Solicitation Amendments, if applicable
4. Completed Attachment 12, Proposal Summary Page
5. Executive Summary
6. Method of Approach (Methodology)
7. Experience and Expertise including References
8. Other Documentation
9. Completed Price Sheet
10. Other Attachments (licenses, accreditations, resumes, job descriptions, background information, etc.)

D. Proposal Opening:

Proposals received by the due date and time will be opened on ProcureAZ. The name of each Offeror will be publicly available. Proposals will not be subject to public inspection until after contract award.

E. Evaluation Criteria:

In accordance with the A R S. § 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible Offeror(s) whose proposal(s) is(are) determined in writing to be the most advantageous to the ADHS based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

SPECIAL INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS11-00000347

1. Method of Approach (Methodology);
2. Experience and Expertise; and
3. Annual Cost Per Client Served.

F. Discussion:

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the ADHS reserves the option to conduct discussions with those Offerors who submit proposals determined by the ADHS to be reasonably susceptible of being selected for award regarding the contract and the relative methods of approach for furnishing the required services.

G. Confidential Information:

1. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact and explaining the reasons for confidentiality shall accompany the submission, and the information shall be so identified wherever it appears. The person shall stamp or specifically identify all information the person believes remains confidential.
2. The information identified by the person as confidential shall not be disclosed until the Chief Procurement Officer makes a written determination.
3. The Chief Procurement Officer shall review the statement and information and shall determine in writing whether the information shall be withheld.
4. If the Chief Procurement Officer determines to disclose the information, the Chief Procurement Officer shall inform the Offeror in writing of such determination.

H. Inclusive Offerors:

Offerors are encouraged to make every effort to utilize subcontractors that are small, women- and/or minority-owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall provide the name of the subcontractor, which of the following categories apply: small, women- and/or minority-owned business, the specific services or work to be performed, the percentage of work or services to be provided by the subcontractor, and how this effort will be administered and managed, including reporting requirements.

I. 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.

J. Compliance With A.R.S. §41-4401:

By submission of the offer, the Offeror warrants that the Offeror and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance. The Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for Contract award.

SPECIAL INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS11-00000347

K. Suspension or Debarment:

The State may, by written Notice to the Contractor, immediately terminate any contract awarded under this solicitation 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 Contractor 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.

L. Written Questions:

All questions regarding this solicitation shall be submitted within the State of Arizona's online procurement system ProcureAZ, website located below, no later than ten (10) calendar days prior to the IFB due date.

<https://procure.az.gov/bsollogin.jsp>

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-0000347

A. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer
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
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract
4. *"Contractor"* means any person who has a Contract with the State
5. *"Days"* means calendar days unless otherwise specified
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation
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
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
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
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
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
12. *"State"* means the State of Arizona and ADHS or Agency of the State that executes the Contract
13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

B. Contract Interpretation

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. **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.
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:
 - 3.1 Special Terms and Conditions;
 - 3.2 Uniform Terms and Conditions;
 - 3.3 Statement or Scope of Work,

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-0000347

- 3.4 Specifications;
 - 3.5 Attachments;
 - 3.6 Exhibits;
 - 3.7 Documents referenced or included in the Solicitation
- 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.
 - 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.
 - 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.
 - 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.

C. Contract Administration and Operation.

- 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.
- 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.
- 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 noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 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.
- 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.

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-00000347

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.

- 9 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, ADHS, division, board or commission of the State of Arizona requesting the issuance of the 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, ADHS, division, board or commission of the State of Arizona requesting the issuance of this Contract

D. Costs and Payments

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.

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

3. Applicable Taxes.
 - 3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes

 - 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 collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

 - 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.

 - 3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

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.

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.
 - 5.1 Accept a decrease in price offered by the Contractor;

 - 5.2 Cancel the Contract, or

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-00000347

5.3 Cancel the Contract and re-solicit the requirements

E. Contract Changes

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.
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.
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.

F. Risk and Liability

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.
2. Indemnification
 - 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.
 - 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."
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.
4. Force Majeure
 - 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

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-0000347

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

4.2 Force Majeure shall not include the following occurrences:

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;

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

4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits

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

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

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.

G. Warranties

1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens

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:

2.1 Of a quality to pass without objection in the trade under the Contract description;

2.2 Fit for the intended purposes for which the materials are used;

2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

2.4 Adequately contained, packaged and marked as the Contract may require; and

2.5 Conform to the written promises or affirmations of fact made by the Contractor

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.

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.

5. Year 2000.

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-00000347

- 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 shall 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.
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 licenses and permit requirements.
7. Survival of Rights and Obligations after Contract Expiration or Termination
 - 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.
 - 7.2 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.

H. State's Contractual Remedies

- 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.
- 2 Stop Work Order
 - 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.

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-0000347

- 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.
3. Non-exclusive Remedies The rights and the remedies of the State under this Contract are not exclusive
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
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.

I. 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.
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.
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.
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.
5. Termination for Default
 - 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

UNIFORM TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-00000347

progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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.

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.

J. 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.

K. 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.

L. 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 104, Phoenix, Arizona, 85007.

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-00000347

A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a Contract for the materials or services as listed herein.

B. Term of Contract (2 Years)

The term of any resultant Contract shall commence on April 1, 2011 and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions 5 Year Maximum

The Contract term is for a two (2) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years

D. Contract Type

Fixed Price
 Cost Reimbursement

E. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State

G. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications

H. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-0000347

Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment

I. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

J. Volume of Work

The ADHS does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

K. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

L. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

M. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

N. Payment Procedures

ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring Contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

O. Financial Management

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the ADHS when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-00000347

State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

P. Inspection and Acceptance

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet Contract standards.

Q. Authorization for Services

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

R. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

S. 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 with 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. Offerors shall declare all anticipated offshore services in the proposal.

T. Indemnification Clause

Contractor 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-00000347

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 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 Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona

U. 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 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.

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

1.1 Commercial General Liability – Occurrence Form

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

1.1.1	General Aggregate	\$2,000,000
1.1.2	Products – Completed Operations Aggregate	\$1,000,000
1.1.3	Personal and Advertising Injury	\$1,000,000
1.1.4	Blanket Contractual Liability – Written and Oral	\$1,000,000
1.1.5	Fire Legal Liability	\$ 50,000
1.1.6	Each Occurrence	\$1,000,000

1.1.2 The policy shall be endorsed to include the following additional insured language. ***“The Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

1.1.3 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.

1.2 Worker's Compensation and Employers' Liability

1.2.1	Workers' Compensation	Statutory
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SPECIAL TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-00000347

1.2.2 Employers' Liability

1.2.2.1 Each Accident	\$ 500,000
1.2.2.2 Disease – Each Employee	\$ 500,000
1.2.2.3 Disease – Policy Limit	\$1,000,000

1.2.3 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

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

1.3 Professional Liability (Errors and Omissions Liability)

1.3.1 Each Claim	\$1,000,000
1.3.2 Annual Aggregate	\$2,000,000

1.3.3 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

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

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

2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources

2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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 **The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested

4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A. M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-00000347

- 5 **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room 303, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- 6 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above
- 7 **APPROVAL:** Any modification or variation from the *insurance requirements* in this 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.
8. **EXCEPTIONS:** In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

V. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO: ADHS11-00000347

W. Pandemic Contractual Performance

- 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 any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
 - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce
 - 1.2 Alternative methods to ensure there are products in the supply chain
 - 1.3 An up to date list of company contacts and organizational chart.
- 2 In the event of a pandemic, as declared 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:
 - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms
 - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R S 41-2537 of the Arizona Procurement Code
 - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at is sole discretion, may reinstate the temporarily voided Contract(s).

X. Pre-Contract Execution Period

During the Pre-Contract Execution Period, which is the time period between the Contract award date, which is the date of signature by ADHS on the Offer and Acceptance and Contract Award, and the Contract start date of April 1, 2011, the Contractor shall collaborate with ADHS in transition activities to prevent interruption of services and promote continuity of care

SCOPE OF WORK

RFP NO. ADHS11-00000347

A. BACKGROUND

The mission of the Arizona Department of Health Services (ADHS) Office of HIV, STD and Hepatitis Services, Ryan White Part B HIV Care and Services Program (Program) is to provide medically necessary health care and support services for low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS. The Arizona Ryan White Part B Program provides services to eligible clients residing in all counties of Arizona except Maricopa Co., Pinal Co., and Mohave Co. Services to be provided under this Contract are fully funded through the Ryan White HIV/AIDS Treatment Extension Act of 2009, formerly known as the Ryan White HIV/AIDS Treatment Modernization Act of 2006, administered by the Health Resources Services Administration (HRSA), HIV/AIDS Bureau (HAB). Ryan White funding fills gaps in care not covered by other resources. The ADHS Office of HIV, STD, and Hepatitis Services is the only authorized administrator of Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and is mandated to ensure the provision of Core Medical and Support Services as specified by HRSA.

The current National HIV/AIDS strategy has three goals. 1) increasing access to care and optimizing health outcomes for people living with HIV, 2) reducing HIV-related health disparities, and 3) reducing the number of people who become infected with HIV. Within Arizona, the Ryan White Part B program has the responsibility to work collaboratively with other Ryan White grantees as well as with providers in the healthcare system of Arizona to pursue these goals. In an effort to improve access to medically necessary health care and support services for low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS, ADHS use the statewide needs assessment process to establish the following program priorities for the Ryan White Part B program:

Priorities established in the most recent Arizona Statewide Coordinated Statement of Need (SCSN) include in the following order:

1. Primary Medical Care;
2. Medications;
3. Health Insurance;
4. Housing Assistance;
5. Medical Transportation;
6. Nutritional Counseling/Food Bank Services;
7. Case Management;
8. Mental Health Services;
9. Emergency Financial Assistance; and
10. Dental Care.

B. OBJECTIVE

To fill gaps in Core Medical and Support Services to low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS.

C. SCOPE OF SERVICE

The Contractor shall provide Core Medical and Support Services to eligible Ryan White Part B clients per the HRSA guideline found at <http://hab.hrsa.gov>.

SCOPE OF WORK

RFP NO. ADHS11-00000347

D. TASKS

The Contractor shall:

- 1 Implement one (1) or more service categories as defined in Exhibit 11, Ryan White Part B Services Categories, Definitions and Requirements. Services to be delivered shall meet definitions and requirements as listed in Exhibit 11;
- 2 Provide appropriate training for staff who has any responsibility for fulfilling components of the service categories or Contract. Determination of appropriate training shall be made in conjunction with ADHS Contract monitor;
- 3 Develop a quality management plan for the proposed service categories;
- 4 Participate in the Ryan White Part B strategy for Early Identification of Individuals with HIV/AIDS (EIIHA);
- 5 Develop policies and procedures, to support the service categories being proposed, for the program;
- 6 Maintain a project manager who shall serve as the primary day-to-day contact with the agency. At a minimum the project manager shall:
 - 6.1 Attend meetings as requested, including but not limited to, Contractor meeting with ADHS and regional community groups for needs assessments;
 - 6.2 Ensure all necessary operational components are completed prior to implementation;
 - 6.3 Update service delivery plan and evaluation plan for subsequent years;
 - 6.4 Prepare reports;
 - 6.5 Ensure that the Contractor as well as any subcontractor fulfills its duties under this Contract;
 - 6.6 Deliver required documents to ADHS in the format required by ADHS;
 - 6.7 Maintain sufficient staff to adequately deliver contracted services; and
 - 6.8 Ensure that all staff complete required confidentiality agreements.
- 7 Each proposed service category requires confidentiality or security arrangements that shall be completed prior to providing services to clients,
- 8 Maintain a financial point of contact that shall be responsible for ensuring that all Federal and State standards are met in the record keeping and billing of this program, and
- 9 Quality Management Plan.

Evaluate Service Category based upon the Program Work Plan and Detailed Evaluation Plan: Exhibit 5, Evaluation Information.

- 9.1 Evaluation activities shall include, at a minimum:
 - 9.1.1 Formative evaluation;
 - 9.1.2 Process monitoring elements;

SCOPE OF WORK

RFP NO. ADHS11-00000347

- 9.1.3 Process evaluation elements;
 - 9.1.4 Outcome monitoring elements,
 - 9.1.5 Analysis of data;
 - 9.1.6 Program improvement;
 - 9.1.7 Timeline,
 - 9.1.8 Evaluation tools, and
 - 9.1.9 Description of responsible parties
- 9.2 Collection of required data variables, Exhibit 3, required by the HRSA or by ADHS in a secured electronic data system approved by HRSA for Ryan White Reporting.
- 9.2.1 Collect data elements according to standards and guidelines established by HRSA and ADHS, including but not limited to:
 - 9.2.1.1 Participant;
 - 9.2.1.2 Demographic and risk behavior, and
 - 9.2.1.3 Service Category activities and process monitoring of all areas of the Service Category;
 - 9.2.2 Other reporting required by ADHS.
10. Provide Culturally competent services, Exhibit 6 Cultural Competency Standards
- 10.1 Develop a plan, to be approved by ADHS, for enhancement of cultural competency, delivery of services and staff training;
 - 10.2 "Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations; and
 - 10.3 These policies/strategies integrate CLAS (Culturally and Linguistically Appropriate Services) when determining customer service needs.
11. Materials Review
- 11.1 Ensure that all materials developed or utilized by the Contractor's program are approved by the ADHS prior to use. Guidelines for submission are included in Exhibit 7, Materials Review. Complete Attachment 9, Materials Review Acceptance.

E. REQUIREMENTS

The Contractor shall:

1. Abide by the eligibility screening protocols for the Ryan White Part B providers in Exhibit 12 and future updates by ADHS.
2. Provide facilities that are suitable for implementing the service categories chosen for this Contract. ADHS reserves the right to inspect any facilities to determine the suitability.

SCOPE OF WORK

RFP NO. ADHS11-0000347

3. Provide a current and valid Certificate of Insurance, exactly as stated in the Special Terms and Conditions. ADHS will not provide a Purchase Order to commence services for payment until the receipt of such documentation.
4. Register with ProcureAZ at <https://procure.az.gov/bsol/>
5. Follow the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs (<http://www.azdhs.gov/bhs/auditprocedures.pdf>).
6. Maintain compliance with all requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, found at <http://www.gpo.gov/fdsys/pkg/PLAW-111publ87/content-detail.html> as directed by ADHS. This will include all applicable quality and program management standards, or performance measures as required, established and defined by ADHS for the Program.

F. APPROVALS

The following activities or elements of the program and service categories require prior approval by the ADHS Ryan White Program Manager for any instance during the full term of the Contract:

1. Modification of program, based on evaluation and justified as program improvement;
2. Changes to implementation of the program goals, objectives and activities;
3. All materials developed or used by the program shall be approved by the ADHS prior to use
4. Shifts of funding in either budget amounts or lines,
5. Subcontractors, including but not limited to, budgets and agreements;
6. Changes in key personnel as described in the Contract; and
7. Out of state travel is not an allowable expense of this Contract

G. DELIVERABLES

The Contractor shall submit to ADHS the following deliverables. The required content is identified in Exhibit 8: Deliverables Information.

Deliverable Name	Deliverable Due Date	Submit To
Monthly CER and Monthly Activity Report (MAR)	Fifteen (15) days after month in service/claim	Program Manager
Client level data entry into an HRSA approved data system	Two (2) days after activity	Program Manager via CAREWare or other HRSA approved system
Quarterly Narrative Report	July 1, Oct 1, Jan 1, of each year	Program Manager
Ryan White Data Report (RDR)/Ryan White Services Report (RSR)	Between January and March each year for prior Calendar Year data (due date defined by HRSA)	Program Manager and HRSA through Electronic Handbook
Annual Narrative Report	April 1 of each year	Program Manager
Quarterly Expenditure Report	Fifteen days after end of month	Program Manager
Annual Service Delivery Plan	April 30 of each year	Program Manager
Quality Management Plan	May 1 of each year	Program Manager
Budget Projections	Jan 1 of each year for remainder of current year	Program Manager
Yearly Budget Worksheet and Narrative/justification	December 1 of each year for March 31 year end	Program Manager

SCOPE OF WORK
RFP NO. ADHS11-00000347

H. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

1. Notices, Correspondence, Reports and Invoices from the Contractor to the ADHS shall be sent to:

Arizona Department of Health Services
HIV Care and Services
Attention: HIV Care and Services Manager
150 North 18th Street
Suite 110
Phoenix, Arizona 85007
Telephone: 602-364-3610
Facsimile: 602-364-3268
Email: To be provided by assigned Contract Monitor

2. Notices, Correspondence, Reports from the ADHS to the Contractor shall be sent to:

Organization: _____
Attention: _____
Street Address: _____
City, State and Zip Code: _____
Telephone: _____
E-Mail: _____

3. Payments from ADHS to the Contractor shall be sent to:

Organization: _____
Attention: _____
Street Address: _____
City, State and Zip Code: _____
Telephone: _____
E-Mail: _____



Offer and Acceptance

SOLICITATION NO: ADHS11-00000347

OFFEROR:

PAGE
32

OF
66

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams Street

Phoenix, Arizona 85007

(602) 542-1040

(602) 542-1741 Fax

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.

Federal Employer Identification No.

Phone:

Fax:

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

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 75.5 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/ 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 §35-397, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran
- 6 In accordance with A R S §35-397, 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

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

PROGRAM IMPLEMENTATION PLAN

Contractor Name: _____

HRSA, HIV/AIDS Bureau Goal: to ensure the provision of Core Medical and Support Services as specified by HRSA. Funding issued under the Ryan White HIV/AIDS Treatment Extension Act of 2009 is to fill gaps in care not covered by other resources.

Program Implementation Plan

Using this format, submit a plan for each service category (Service Categories in Exhibit 11) to be delivered during the full funding period/project cycle (April 1, 2011 through March 31, 2012). The goals listed should directly relate to the services to be delivered and the accompanying detailed narrative for each service proposed. Goals should cover such things as planning, implementation, staffing, budgeting, start-up and wrap-up strategies, monitoring, or any special considerations in accordance with the information provided in the Instructions and Scope of Work of this Proposal.

This plan will be updated each year of the funding cycle.

See Exhibit 2 for more information.

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

Service Name and Description				
Goal #1: (Minimum of three (3) goals- however more may be included)				
Objectives (List specific, measurable, achievable/appropriate, realistic and time-phased objectives related to the goal above)	Activities (Describe specific actions to complete the objective)	Number of Clients Served	Number of Client Service Transactions	
Goal #2:				
Objectives	Activities	Time Frame	Unit of Service	

**ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN**

RFP NO. ADHS11-00000347

2-1: 2-2: 2-3:			
Goal #3:			
Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
3-1: 3-2: 3-3:			

**ATTACHMENT 2
CULTURAL COMPETENCY ASSESSMENT**

RFP NO. ADHS11-00000347

Cultural Competency Assessment

1. Provide Contractor's ability or capacity to offer *culturally competent* programming to the targeted populations by describing previous service deliveries, programs or interventions to the targeted populations or similar groups along with a brief synopsis of your service delivery outcomes

2. What percentage of the direct staff and/or direct management complement the demographics of the respective service area and/or target population and in what way do they complement the service area and/or target population?

Describe how all program staff and direct management will receive *cultural competency* orientation within the first six (6) months of hire and how you plan to incorporate ongoing cultural competency training will be incorporated throughout the funding cycle.

3. Describe the service categories offered will be provided in a manner compatible with the targeted populations' interpersonal styles, cultural health beliefs, practices, and preferred languages?

4. Describe the plan to provide limited English proficiency populations with resources in the primary language?
(response required only if applicable)

Describe how printed, audiovisual materials and post signage will be evaluated for appropriate language and literacy.

Describe how you will provide bilingual staff, interpreters, and telephone interpreters if the population served requires them. **(response required only if applicable)**

5. Attach the process evaluation form used to evaluate the effectiveness of activities undertaken towards developing a culturally competent service delivery system.
(attachment required)

6. Describe the methodology of collecting demographic data including (at least) race/ ethnicity, gender, and age of participants and how to monitor service delivery to diverse individuals within the targeted populations.

Describe the plan to assess the satisfaction of participants and ensure that responses from diverse participants are included in the tabulation of satisfaction surveys

Describe how this information will be used to support, alter, or expand the culturally appropriate services being offered

7. Add any additional statements that demonstrate how *CLAS Standards* are being used to support your service

8. Attach all Memorandums of Agreement (MOA's), Memorandums of Understanding (MOU's), and/ or Letters of Support (LOS) with subcontractors. All MOA's, MOU's or LOS' shall contain language demonstrating commitment by the subcontractor(s) to comply with CLAS standards.

ATTACHMENT 2
CULTURAL COMPETENCY ASSESSMENT

RFP NO. ADHS11-00000347

9 Describe the plan to address complaints related to cultural/linguistic competencies.

Resources: Office of Minority Health, www.minorityhealth.hhs.gov
National Center for Cultural Competence, www.11.georgetown.edu
National Institutes of Health, www.nih.gov

**ATTACHMENT 3
PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

Program Evaluation Plan

Contractor Name: _____

A detailed plan for the first year of the full funding period/project cycle (April 1, 2011 through March 31, 2012) is to be submitted. The plan should specify specific Evaluation tools and service delivery monitoring measures which will be taken to establish baseline measures for the Program Implementation Plan. In addition, the Program Evaluation Plan must demonstrate how specific variables required by HRSA, or by the ADHS Quality Management Plan as shown in Exhibit 3 will be measured and reported.

Using this form, submit an evaluation plan which is a detailed plan for the first year of this funding period/project cycle. Reference Exhibit 5 for more detail on how to prepare the Program Evaluation Plan

An update of this plan will be required annually, and beginning in the second year of the project cycle, it will be required to include specific measures that assess goals for program improvement outlined under the 2nd year Program Implementation Plan.

Monitoring and Evaluation Plan

Monitoring and Monitoring Questions	Use and Purpose	Evaluation and Monitoring Tools	Event/Time Used Responsible Party
Evaluation plans shall be in accordance with requirements laid out in the Method of Approach and Scope of Work for the Proposal.			

**ATTACHMENT 4
KEY PERSONNEL FORM**

RFP NO. ADHS11-00000347

Key Personnel Form

Key personnel is defined as all staff persons with responsibility for fulfilling any component of the contracted service categories. List all personnel in the table below, including those positions that may need to be filled.

Name	Position/Title	% Time Assigned to Contract

Provide resumes for existing staff that will be part of the project. Resumes shall include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, education preparation, etc.

Provide job descriptions for all positions that will be funded in any part by this Contract. Describe staff accountabilities, required expertise, minimum qualifications necessary to fulfill job duties, preferred qualifications, description of work to be performed by this position, and what personnel (titles) the position reports to. List how much time each person will spend on the project.

**ATTACHMENT 5
COLLABORATIONS AND/OR PROPOSED SUBCONTRACTORS**

RFP NO. ADHS11-00000347

Collaborations and/or Proposed Subcontractors

If the service or program described in response to this Contract proposes either subcontractors or collaborations, provide a description for each one included.

Documentation of agreement or a support letter, one (1) format provided in Attachment 5, must accompany each identified collaborative partner or proposed subcontract

Proposed Collaboration(s)	Terms	Relation to proposed project (How will this collaboration enhance the provision of services in the current proposal)

Add additional collaborators as needed

Proposed Subcontractor(s)	Terms	Relation to proposed project (How will this subcontractor enhance the provision of services in the current proposal)

Add additional subcontractors as needed

ATTACHMENT 5
COLLABORATIONS AND/OR PROPOSED SUBCONTRACTORS

RFP NO. ADHS11-00000347

DOCUMENTATION OF COLLABORATIVE PARTNER and/or SUBCONTRACTOR

You have been identified in the response to RFP ADHS11-00000347 as either a proposed subcontractor or a collaborating partner in a HIV Care Services project by (Offeror) _____ for (Service Category) _____. Please respond to the following question:

1. How will you (your program/agency) be working to support the terms of the offeror's proposed HIV prevention programming?
 - 1.1 If your proposed role will be as a **subcontractor** please include the following information: proposed budget details, staffing, and subcontract if available
 - 1.2 If your proposed role will be as a **collaborative partner** please include the following information: description of in-kind resource(s) to be provided, staffing

ATTACHMENT 6
AGENCY CAPACITY & REFERENCES

RFP NO. ADHS11-00000347

Agency Capacity and References

Offeror shall submit a minimum of two (2) completed and signed forms as part of this Proposal.

Using the format provided below, submit information on two (2) separate contracts for HIV Care Services or other relevant services related to those described in this RFP ADHS11-00000347. Selected references shall meet the following criteria:

- May **not** include funding or personnel from ADHS Office of HIV, STD, Hepatitis Services
- Must reflect current or recent work; completed or in progress within the last five (5) years
- In the case of an Offeror with no experience directly relating to HIV prevention or other prevention services similar to those described in this RFP, must provide justification for consideration based on other work history or preparation for work in this area

References that do not meet these criteria shall not be considered. References may be contacted

The required format is provided on the following page.

ATTACHMENT 6
AGENCY CAPACITY & REFERENCES

RFP NO. ADHS11-00000347

REFERENCE

Contract Term / Dates of Work: _____

Geographic Area(s) Served: _____

Target Population(s) Served: _____

Please respond to the following questions:

1. Have you worked with this agency/program in the past? Give specifics as to dates, results (outcomes achieved, objectives met)

2. How do you plan to work together in the future?

3. Describe the Contractor's expertise with and/or capacity for completing the terms of this Proposal.

This page should be completed by the named contact at the referring agency.

Contact Name and Title: _____

Telephone and Email: _____

Address: _____

Signature: _____ Date: _____

ATTACHMENT 7 OFFERORS ADDITIONAL INTERNAL RESOURCES (IF APPLICABLE)
RFP NO. ADHS11-00000347

Offeror's Additional Internal Resources

Use the table format provided below to list all other funding, in-kind and collaborative resources that will be used in conjunction with the proposed project. Include financial resources, in-kind support and proposed collaborative efforts that will be used to enhance program delivery. Limit the named existing resources to those received within the last five (5) years.

Name and Type of Existing Funding (Federal, State, local, other)	Annual Amount/ Term of Funding (Effective date/Ending date)	Relation to proposed project (How will this funding enhance the provision of services in the current proposal)
In-Kind Support (Supplies, referrals, other existing programs within the agency, etc)	Terms	Relation to proposed project (How will this support enhance the provision of services in the current proposal)

**ATTACHMENT 8
MINIMUM COMPUTER REQUIREMENTS**

RFP NO. ADHS11-00000347

Minimum Computer Requirements

As the authorized representative of _____ (insert name of agency/business/health department) agree that:

All staff working on the proposed service will have access to a stand alone, network or laptop computer with the following programs:

- Windows Operating System version XP or later
- Microsoft Office 2007
- Internet Explorer 7 or Firefox 3.5 internet browser with high speed internet access
- Firewall protection of all health and Ryan White data that restricts outside access
- User level access security to Ryan White data systems
- system-wide virus and malware protection that is maintained with virus definition updates.

Each offeror must have an installation of CareWare or another HRSA approved application for Ryan White client level data reporting. (Note: If the offeror opts not to use CareWare at this time, they should be aware that the Ryan White Part B program will require the offeror to have the ability to transfer service data each month from their selected data system into a statewide CAREWare network after August 31, 2011.)

Staff must have access to the Ryan White client level data system to complete data entry that meets deliverable requirements

Supervisors must have access to the Ryan White client level data system to run reports and perform quality assurance activities

I understand that failure to meet these computer requirements will result in forfeiture of the Contract, if awarded.

Authorized representative of _____

Name (printed) _____

Title _____

Signature _____

**ATTACHMENT 9
MATERIALS REVIEW ACCEPTANCE**

RFP NO. ADHS11-00000347

Materials Review Acceptance

All materials (such as forms, documents, publications, etc.) developed or utilized by Programs shall be approved by the ADHS, Office of HIV, STD and Hepatitis Services, HIV Care and Services (Ryan White Part B) Program prior to any use by the Program. Please review Exhibit 7, Offerors Additional Information Resources, for more information.

As the responsible Party for the service described in this Proposal, I understand it is a contractual requirement to ensure that all materials are submitted and approved prior to use. I also understand that failure to do so may jeopardize funding.

Agency: _____

Name: _____

Title: _____

Signature: _____

Date: _____

**ATTACHMENT 10
PRICE SHEET**

RFP NO. ADHS11-00000347

**Price Sheet
Effective April 1, 2010**

Cost Reimbursement Line Items	Annual Amount
Personnel and Employee Related Expenses	\$
Professional and Outside Services	\$
Travel	\$
Other Operating Expenses	\$
Indirect (if applicable, must have an approved and current letter from HHS stating the indirect rate)	\$
Total not to exceed:	\$

With prior written authorization from the ADHS Ryan White Part B Program Manager, the Contractor may transfer up to fifteen percent (15%) of the total Annual Amount among line items. Transfers beyond fifteen percent (15%) shall require written notice of a Contract Amendment.

Capital Outlay Expenses are not allowed

Indirect Expenses are not allowed without an approved and current letter issued by HHS stating the indirect rate (must show proof)

Direct Expenses must be detailed in the budget narrative

Food and beverage expenses are not allowed

Out of State travel expenses are not allowed

**ATTACHMENT 12
PROPOSAL SUMMARY PAGE**

RFP NO. ADHS11-00000347

<u>Service Category</u>	<u>Included in Proposal (Yes or No)</u>	<u>A. Number of Clients Served Per Year in Proposal</u>	<u>B. Total Cost Per Year of Service Category (as itemized in corresponding Attachment 11)</u>	<u>C. Cost Per Client for Service Category Proposed (B/C)</u>
Outpatient and Ambulatory Health Services				
Medical Case Management Including Treatment Adherence Services				
Oral Health Care Services				
Health Insurance Premium and Cost Sharing Assistance for Low Income Individuals				
AIDS Pharmaceutical Assistance (local)				
Early Intervention Services				
Mental Health Services				
Substance Abuse Services (Outpatient)				
Case Management (non-medical)				
Emergency Financial Assistance				
Treatment Adherence Counseling				
Food Bank/Home-Delivered Meals				
Housing Services				
Medical Transportation Services				
Administrative support in Needs Assessment, Local Resource Inventory, and Quality Management		Not Applicable		Not Applicable

**EXHIBIT 1
STATEWIDE NEEDS ASSESSMENT**

RFP NO. ADHS11-00000347

Geographic Area	Number living with HIV	Number living with AIDS	Unmet Need	Priority Needs
Pima County	1,151	1,244	956 (39.9%)	<ol style="list-style-type: none"> 1. Ambulatory Outpatient Medical Care 2. Oral Health Care 3. AIDS Pharmaceutical Assistance 4. Mental Health Care 5. Medical Case Management 6. Health Insurance Premium and Cost Sharing 7. Substance Abuse Treatment- Outpatient
EMA	5,654	4,969	4,357 (41.0%)	<ol style="list-style-type: none"> 1. Housing Assistance 2. Medications 3. Primary Medical Care 4. Food Bank Services 5. Medical Transportation 6. Mental Health Services 7. Substance Abuse Services 8. Emergency Financial Assistance 9. Health Insurance 10. Case Management
Non-EMA, Non-Pima	1,104	811	661 (34.5%)	<ol style="list-style-type: none"> 1. Medical Care (appointments with Medical doctor or HIV specialist) 2. Health Insurance 3. Dental Care 4. Case Management (medical) 5. Medication Assistance 6. (tie) Housing assistance 6. (tie) Medical Transportation Assistance 7. Emergency Financial Assistance 8. (tie) Mental Health 8. (tie) Nutritional Counseling 9. Health Education/Risk Reduction
State of Arizona	7,909	7,024	5,974 (40.0%)	<ol style="list-style-type: none"> 1. Primary Medical Care 2. Medications 3. Health Insurance 4. Housing Assistance 5. Medical Transportation 6. Nutritional Counseling/Food Bank Services 7. Case Management 8. Mental Health Services 9. Emergency Financial Assistance 10. Oral Health Care

EXHIBIT 2
PROGRAM IMPLEMENTATION PLAN AND EVALUATION PLAN

RFP NO. ADHS11-00000347

Implementation Plan and Evaluation Plan

Program Implementation Plan

The Program Implementation Plan is a detailed picture of the full funding period/project cycle for the first year of this Contract, including planning, implementation, staffing, budgeting, start-up and wrap-up strategies, monitoring, and any special considerations in accordance with the information provided in the Method of Approach and Scope of Work of this announcement. This plan should be detailed enough that someone else coming into the program could implement the program using the plan as a roadmap.

An update of this plan will be submitted each year by April 30th.

Program Evaluation Plan

A separate evaluation plan will be submitted. This will be a detailed plan for evaluating and measuring the completion of the Implementation Plan during year one (1) (ending March 31, 2012). An update of the Evaluation Plan will be submitted each year by April 30th. It is recommended that the first year Evaluation Plan focus upon baseline measures using evaluation tools and service data. Service providers must establish the ability to measure baseline program performance using evaluation tools, and service data in order to adequately assess needful areas for ongoing program improvement in which goals may be established. Program improvement goals should be established within Implementation and Evaluation plans in subsequent years using baseline data collected in the first year.

**EXHIBIT 2
PROGRAM IMPLEMENTATION PLAN AND PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

Service Name and Description Example Plan: Outpatient Ambulatory Medical Care			
Objectives (List specific, measurable, achievable/appropriate, realistic and time-phased objectives related to the goal above)	Activities (Describe specific actions to complete the objective)	Number of Clients Served	Number of Client Transactions
<p>Goal #1: Persons living with HIV/AIDS in the Part service region who are eligible for Ryan White Part B services will have access to HIV Primary Care</p>			
<p>1-1: Clients will see a doctor for HIV care at least every 6 months</p> <p>1-2: Clients will have HIV CD4 and Viral load testing at least every 6 months</p>	<p>1a) set next appointment date at each encounter</p> <p>1b) send postcard of appointment 7-10 days in advance</p> <p>1c) program staff will call client day before to remind them, and tell them of any eligibility documents they will need to bring to the appointment</p> <p>1d) client will see a doctor at appointment</p> <p>2a) client will have a blood draw at 6 month intervals when they see the doctor</p> <p>2b) Client will be informed of their test results.</p>	<p>1-1) 500 per year</p>	<p>1-1) 1,000 per year</p>
		<p>1-2) 500 per year</p>	<p>1-2) 1,000 per year</p>

**EXHIBIT 2
PROGRAM IMPLEMENTATION PLAN AND PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

Goal #1: Example format (You must submit three (3) goals. Only one (1) goal is presented as an example format)			
Objectives	Activities	Time Frame	Unit of service
1-1			
1-2			
1-3			
Goal #2:			
Objectives	Activities	Time Frame	Unit of service
2-1			
2-2			
2-3			

Monitoring and Evaluation Plan

Evaluation and Monitoring Questions	Use and Purpose	Evaluation and Monitoring Tools	Event/Time Used Responsible Party

EXHIBIT 2
PROGRAM IMPLEMENTATION PLAN AND PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

<p>Monitoring question (The question is used to drive the systematic and consistent collection of information. The question should be specific and related to the service under which it is stated. Some questions may address objectives or activities or resources.)</p> <p>This set of questions is designed to tell the program what it wants to know about the service and the participants in it. Data should be collected to support those questions.</p>	<p>Justification (Describe why the question is being asked, how the information will be used, and which decisions are anticipated.)</p> <p>Why does the program need the information they are asking for?</p> <p>Information should not be gathered if there is no clear reason to have it. What is being asked for should support the program goals, objectives and activities.</p> <p>The reason may be that it is required by a funder.</p>	<p>Information Source (Describe instruments, strategies, and persons that will contribute to obtain the information to address the question.)</p> <p>Evaluation and Monitoring Tools Ex: Service forms, surveys, interviews, chart reviews, intake forms, demographic information</p> <p>How will the information or data be collected? What type of evaluation will be used? Formative evaluation, process monitoring and evaluation, outcome monitoring? What methods will be used?</p> <p>Also consider:</p> <ul style="list-style-type: none"> • Data Collection and Data Entry • Program Improvement • Planning of Service activities • Client satisfaction with program 	<p>Time (Date or period by when the information is needed.)</p> <p>Event or Time that evaluation tools are used-</p> <p>Which program activities are being evaluated, using which tools for each type of activity?</p> <p>Timelines</p> <p>Responsible Party: Who will be responsible for the activity occurring? Will there be in-house evaluation or a subcontracted agency? Who does the analysis and reporting? Who handles quality assurance for the development and administration of the tools?</p>
<p>Evaluation plans shall be in accordance with requirements laid out in the method of approach and scope of work for the announcement.</p>			

EXHIBIT 3

VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION AND ADHS FOR REPORTING

RFP NO. ADHS11-00000347

The fields listed in the tables below are required for reporting to HRSA in the Ryan White Service Report (RSR). The specific content, transfer method, and encryption levels used must comply with HRSA requirements. Specific field content required will vary depending upon the services provided.

Field #	Variable Description	Coding	Rationale1
SV1	Reporting Period	Jan 1 – Jun 30, 20XX Jan 1 – Dec 31, 20XX	
SV2	Unique Provider ID	unique provider number	
Client Demographics			
SV3	Encrypted Unique client ID (eUCI)		
1	Date of client's first service visit at this provider's agency or organization	/ / ____ MM/DD/YYYY If only month and year are known, enter "01" as the day.) Unknown	Necessary for identifying new clients Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to new clients as required for: GPRA* PART **

Field #	Variable Description	Coding	Rationale1
2	What was the client's vital enrollment status <u>at the end of this reporting period?</u>	Active, continuing in program Referred to another program or services, or became self-sufficient Removed from treatment due to violation of rules Incarcerated Relocated Deceased Unknown	Necessary to track enrollment or vital status over the course of the reporting period Informs the denominator of other items
3	If response is "deceased" in Q2, then answer: What was the client's date of death, if known?	/ / ____ MM/DD/YYYY	
4	Client's year of birth	____ YYYY Unknown	Used to identify important population subgroups Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
5	What is the client's ethnicity?	Hispanic/Latino Non-Hispanic/Latino Unknown	Used to identify important population subgroups Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to new clients as required for: PART**

EXHIBIT 3
VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES
ADMINISTRATION AND ADHS FOR REPORTING

RFP NO. ADHS11-0000347

6.	What is the client's race? <i>(Select one or more)</i>	White Black or African American Asian Native Hawaiian/ Pacific Islander American Indian or Alaska Native Unknown	Used to identify important population subgroups Necessary for performance measures relevant to ethnicity as required for: PART **
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Field #	Variable Description	Coding	Rationale1
7.	What is the client's current gender?	Male Female Transgender Unknown	Used to identify important population subgroups Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for performance measures relevant to gender as required for: GPRA* PART **
8.	If response is "Transgender" in Q7, then answer: What is the client's transgender subgroup, if known?	Male to female Female to male	
9.	Client's annual household income category as a percent of the Federal poverty level at the end of the reporting period	Equal to or below the Federal poverty level 101-200% of the Federal poverty level 201-300% of the Federal poverty level More than 300% of the Federal poverty level Unknown	Used to identify an important population subgroup Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
10.	Client's housing status <u>at the end of the reporting period</u>	Stable/permanent Temporary Unstable Unknown	Used to identify important population subgroups Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
11.	What was the geographic unit code of the client's residence <u>at the end of this reporting period</u> ? If the client's housing is "unstable," enter the geographic unit code of the place the client considered his/her residence or "home base" <u>at the end of this reporting period</u> . Note: The geographic unit code is the initial three digits of a U S Postal Service ZIP code.	---	Used to measure and assess the extent of out-of-service area utilization. Used to determine areas of eligibility

Field #	Variable Description	Coding	Rationale1
12.	What was the client's HIV/AIDS status <u>at the end of the reporting period</u> ? Note: HIV-indeterminate (infants only)—A child under the age of 2 whose HIV status is not yet determined but was born to an HIV-infected mother	HIV negative HIV +, not AIDS HIV-positive, AIDS status unknown CDC-defined AIDS HIV indeterminate (infants only)	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to HIV/AIDS status as required for:

**EXHIBIT 3
VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES
ADMINISTRATION AND ADHS FOR REPORTING**

RFP NO. ADHS11-00000347

		Unknown	PART*
13	If response is "CDC-defined AIDS" in Q12, then answer: What is the year of the client's AIDS diagnosis, if known?	YYYY	
14	What is the client's risk factor for HIV infection (select one or more)	Male who has sex with male(s) (MSM) Injecting drug use (IDU) Hemophilia/ coagulation disorder Heterosexual contact Receipt of blood transfusion, blood components, or tissue Mother w/at risk for HIV infection (perinatal transmission) Other Unknown	Used to identify important population subgroups
15	Indicate <u>all sources</u> of the client's health insurance <u>during this reporting period</u> :	Private Medicare Medicaid Other Public No Insurance Other Unknown	Used to identify important population subgroups Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

Field #	Variable Description	Coding	Rationale
Core Services:			
Only report data for the services your agency has been funded to provide. The service should be paid for, at least partially, with Ryan White funds. Include services that are initially paid for Ryan White funds and later reimbursed by a third party. Do not report services paid entirely by a third party, even if that service is provided by an individual whose salary is Ryan White-funded.			
16	Outpatient ambulatory health services	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for performance measures relevant to number of visits as required for: GPRA* PART **
17	Oral health care	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
18	Early intervention services (Parts A and B)	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

EXHIBIT 3
VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES
ADMINISTRATION AND ADHS FOR REPORTING

RFP NO. ADHS11-0000347

19	Home health care	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
20	Home and community-based health services	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
21	Hospice services	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

Field #	Variable Description	Coding	Rationale1
22	Mental health services	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
23	Medical nutrition therapy	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
24	Medical case management (including treatment adherence)	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
25	Substance abuse services--outpatient	Number of visits <u>in each quarter of reporting period</u> — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
26	Did the client receive Local AIDS Pharmaceutical Assistance (APA, not ADAP) <u>at any time during each quarter of this reporting period?</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
27	Was Health Insurance Program (HIP) funding provided for this client <u>each quarter during this reporting period?</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

Support Services:

Only report data for the services your agency has been funded to provide. The service should be paid for, at least partially, with Ryan White funds. Including services that are initially paid for with Ryan White funds and later reimbursed by a third party. **DO NOT** report services paid entirely by a third party, even if that service is provided by an individual whose salary is Ryan White-funded.

28	Received Case management (non-medical) services <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
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Field #	Variable Description	Coding	Rationale1
29	Received Child care services <u>each quarter during this reporting period</u>	Yes No Unknown	Accountability, use of funds Ryan White HIV/AIDS Treatment

EXHIBIT 3
VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES
ADMINISTRATION AND ADHS FOR REPORTING

RFP NO. ADHS11-00000347

		— —	Extension Act of 2009 Legislative Requirement
30	Received Developmental assessment/ early intervention services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
31	Received Emergency financial assistance <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
32	Received Food bank/home-delivered meals <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
33	Received Health education/risk reduction <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
34	Received Housing services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
35	Received Legal services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
36	Received Linguistic services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

Field #	Variable Description	Coding	Rationale
37	Received Transportation services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
38	Received Outreach services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
39	Received Permanency planning <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
40	Received Psychosocial support services <u>each quarter during this reporting period</u>	Yes No Unknown — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

EXHIBIT 3

**VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES
ADMINISTRATION AND ADHS FOR REPORTING**

RFP NO. ADHS11-0000347

41	Received Referral for health care/supportive services <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
42	Received rehabilitation services <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
43	Received Respite care <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
44	Received Substance abuse services—residential <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement

Field #	Variable Description	Coding	Rationale1
45	Received Treatment adherence counseling <u>each quarter during this reporting period</u>	Yes No Unknown — — —	Accountability, use of funds Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement
Clinical information:			
Outpatient/ambulatory medical care providers should report clinical data for eligible HIV-positive and indeterminate clients that receive a Ryan White funded medical service.			
46	Was HIV risk reduction screening/counseling provided to this client <u>during this reporting period</u> ?	Yes No Unknown — — —	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to new clients as required for: GPRA*
47	Date of the client's <u>first outpatient/ambulatory care visit</u> at this provider agency	__/__/____ MM/DD/YYYY (only month and year are known, enter "01" as the day.) Unknown	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to medical visits as required for: GPRA* PART**
48	List <u>all the dates</u> of the client's outpatient ambulatory care visits in this provider's HIV care setting with a clinical care provider <u>during this reporting period</u> .	__/__/____ MM/DD/YYYY	Necessary for performance measures relevant to number of visits as required for: GPRA* PART**
49	Report all CD4 counts and their dates for this client <u>during this report period</u> .	Value ____ Date __/__/____ MM/DD/YYYY	Necessary for performance measures relevant to number of visits for care as required for: GPRA* PART **

EXHIBIT 3

VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES ADMINISTRATION AND ADHS FOR REPORTING

RFP NO. ADHS11-00000347

50	Report all Viral Load counts and their dates for this client <u>during this report period</u>	Value _____ Date <u> </u> / <u> </u> / <u> </u> MM/DD/YYYY	Necessary for performance measures relevant to number of visits for care as required for: GPRA* PART **
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Field #	Variable Description	Coding	Rationale ¹
51	Was the client prescribed PCP prophylaxis at any time <u>during this reporting period</u> ?	Yes No Not medically indicated No, client refused Unknown	Necessary for performance measures relevant to PCP prophylaxis screening as required for: GPRA*
52	Was the client prescribed HAART at any time <u>during this reporting period</u> ?	Yes No, not medically indicated No, not ready (as determined by clinician) No, client refused No, intolerance, side-effect, toxicity No, HAART payment assistance unavailable No, other reason Unknown	Necessary for performance measures relevant to client's HAART status as required in: GPRA* PART **
53	Was the client screened for TB <u>during this reporting period</u> ?	Yes No Not medically indicated Unknown	Necessary for performance measures relevant to TB screening as required for: GPRA*
54	If response is "no" or "not medically indicated" in Q53, then answer: Has the client been screened for TB <u>since his/her HIV diagnosis</u> ?	Yes No Not medically indicated Unknown	
55	Was the client screened for syphilis <u>during this reporting period</u> ? (exclude all clients under the age of 18 who are not sexually active)	Yes No Not medically indicated Unknown	Necessary for performance measures relevant to syphilis screening as required for: GPRA*

Field #	Variable Description	Coding	Rationale ¹
56	Was the client screened for Hepatitis B <u>during this reporting period</u> ?	Yes No Not medically indicated Unknown	Necessary for performance measures relevant to Hep B screening as required for: GPRA*
57	If response is "no" or "not medically indicated" in Q56, then answer: Was the client screened for Hepatitis B <u>since his/her HIV diagnosis</u> ?	Yes No Not medically indicated Unknown	
58	Has the client completed the vaccine series for Hepatitis B?	Yes No Not medically indicated Unknown	Necessary for performance measures relevant to Hep B as required for:
59	Was the client screened for Hepatitis C <u>during this reporting period</u> ?	Yes No Not medically indicated Unknown	Necessary for performance measures relevant to TB screening as required for: GPRA*

EXHIBIT 3

**VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES
ADMINISTRATION AND ADHS FOR REPORTING**

RFP NO. ADHS11-00000347

60	If response is no” or “not medically indicated” in Q59, then answer: Has the client been screened for Hepatitis C since his/her HIV diagnosis?	Yes No Not medically indicated Unknown	
61	Was the client screened for substance use (alcohol and drugs) during this reporting period?	Yes No Not medically indicated Unknown	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for performance measures relevant to substance use screening as required for: GPRAs*
62	Was the client screened for mental health during this reporting period?	Yes No Not medically indicated Unknown	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for performance measures relevant to mental health screening as required for: GPRAs*

Field #	Variable Description	Coding	Rationale1
63	(For HIV+ women only) Did the client receive a Pap smear during this reporting period?	Yes No Not medically indicated Not applicable Unknown	Necessary for performance measures relevant to Pap smears as required for: GPRAs*
64	(For HIV+ women only) Was the client pregnant during this reporting period?	Yes No Not applicable Unknown	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to pregnant clients as required for: GPRAs* PART**
65	(For HIV+ women only) If response is “yes” in Q64, then answer: When did the client enter prenatal care?	First trimester Second trimester Third trimester At time of delivery Not applicable Unknown	Ryan White HIV/AIDS Treatment Extension Act of 2009 Legislative Requirement Necessary for all performance measures relevant to appropriate services to reduce perinatal transmission as required for: GPRAs* PART**
66	(For HIV+ women only) If response is “yes” in Q64, then answer: Was the client prescribed antiretroviral therapy to prevent maternal to child (vertical) transmission of HIV?	Yes No Not applicable Unknown	

1 * Ryan White legislation: Title XXVI of the PHS Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009.

EXHIBIT 3
VARIABLES REQUIRED BY THE HEALTH RESOURCES AND SERVICES
ADMINISTRATION AND ADHS FOR REPORTING

RFP NO. ADHS11-00000347

* GPRA: The Government Performance and Results Act (GPRA), enacted in 1993, requires Federal agencies to establish standards measuring their performance and effectiveness.

** PART: The Program Assessment Rating Tool (PART) was developed to assess and improve program performance so that the Federal government can achieve better results.

In addition to the HRSA measures required in the RSR report, ADHS shall require all offerors to evaluate and report the following performance measures as part of the 2010-2011 Ryan White Part B Quality Management Plan. Performance measures will be updated annually. The current performance measures for Part B providers are:

- 1) Clients with HIV and eligible for Ryan White Part B services receive two (2) or more medical visits per year.
- 2) Clients with HIV and eligible for Ryan White Part B services receive an oral exam at least once per year.

EXHIBIT 4
SECURITY AND CONFIDENTIALITY STANDARDS

RFP NO. ADHS11-00000347

Security and Confidentiality Standards

1. Purpose and Scope

The purpose of these standards is to provide guidelines for policies and practices related to data and web-based reporting. Additional rules of behavior may be appended if required by State or local law or are otherwise necessary.

Rules of Behavior

Providers and their staff will fully comply with applicable federal, state and local laws regulating protection of health data, including HIPAA.

You are responsible for the confidentiality of client data, whether on paper, in CareWare, any other data system, or on any recordable media. Your program should have a documented policy regarding confidentiality. This policy should cover both legal and ethical requirements for confidentiality of client data and information. At all times, protect client data of any sort (paper or electronic). When working off site keep all data in your personal possession. Do not allow others (such as family or friends) to transport data for you, or allow them to have access to paper forms or other media. Paper forms (and other media) should be kept under lock and key at a location in your agency designated by your supervisor.

Your supervisor, agency staff, Arizona Department of Health Service staff will look at the data you enter for program evaluation, monitoring, and other purposes. Always enter true, accurate, current, and complete information into data systems used for these purposes.

Do not share your password or user account with anyone. If someone else from your agency needs access and does not have a username and password, you should work with those responsible for your IT security to provide them with their own access rights.

You are responsible for maintaining the confidentiality of your accounts and passwords. If you think someone has obtained your username or password, change your password immediately and notify your supervisor. You agree to immediately notify the Arizona Department of Health Services of any breach of security regarding Ryan White service data. You also agree log off, or lock your workstation when you are not using it.

Your security policy should require you to make regular periodic changes to your password.

You should not use your browser's ability to save passwords to websites and never let a browser or any other software save your user name or password.

Your system should be protected by a firewall that restricts outside access, and should also have virus and malware protection.

EXHIBIT 4
SECURITY AND CONFIDENTIALITY STANDARDS

RFP NO. ADHS11-00000347

You will be responsible for all activity occurring under your accounts and will comply with all applicable local, state, and foreign laws, treaties and regulations including without limitation, laws and regulations governing data privacy, international communications and transmission of technical or personal data.

Without limiting the foregoing, you agree that you will not use any computer provided by ADHS, or any computer used in the course of performing Ryan White Part B services to take any of the following actions:

1. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
2. Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful content;
3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, ADHS websites, any software or hardware, or telecommunications equipment;
5. Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, chain letters or other unsolicited messages;
6. Download any file that you know or reasonably should know cannot be legally obtained in such manner;
7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
9. Interfere with or disrupt any websites, servers, or networks;
10. Probe, scan or test the vulnerability of the Site or circumvent any security mechanism used by the Site;
11. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
12. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through your computer,
13. Mount any denial of service attacks on any website or server using your computer; or
14. Engage in any illegal activities.

3. Statement of System Policy

EXHIBIT 4
SECURITY AND CONFIDENTIALITY STANDARDS

RFP NO. ADHS11-00000347

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below upon award.

Agency: _____

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 5
PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

Evaluation Information for Quality Management

Why Evaluate?

- Because it is required by HRSA
- To ensure programs are effective
- Program improvement
- To be accountable to clients and funders
- To aid in dissemination of knowledge
- To influence policy makers
- Tells us to continue, to change or to stop
- For use in future funding requests

Types of Evaluation

Formative- needs assessment, looks at strengths or gaps in programs or performance, trends in services, emerging issues- lets the program know how an intervention should be designed or modified to address those needs, baseline data. Helps to design and/or modify interventions, plan trainings and allocate resources

Process Monitoring- Collects data describing the characteristics of the pop served, the services provided and resources used to deliver them; numbers of sessions, participants, trainings, demographics: answers who, how many, what services, demographics

Process Evaluation- More detailed data about how the intervention was delivered, differences between intended and served populations and access to intervention; how session was conducted, what curriculum and materials were used, extent to which population received training or services, strengths and weaknesses of the program; answers- was it implemented as intended, did it reach intended audience, were materials used, barriers etc. Staff competency How is the service program being implemented? Critical part of quality assurance

Outcome monitoring- Data about changes in knowledge, attitudes, skills, behaviors, measures change in Knowledge, Attitudes and Beliefs (KAB), increase in knowledge, changes in intentions, new skills, changes in behavior; answers- did the intervention outcomes occur?

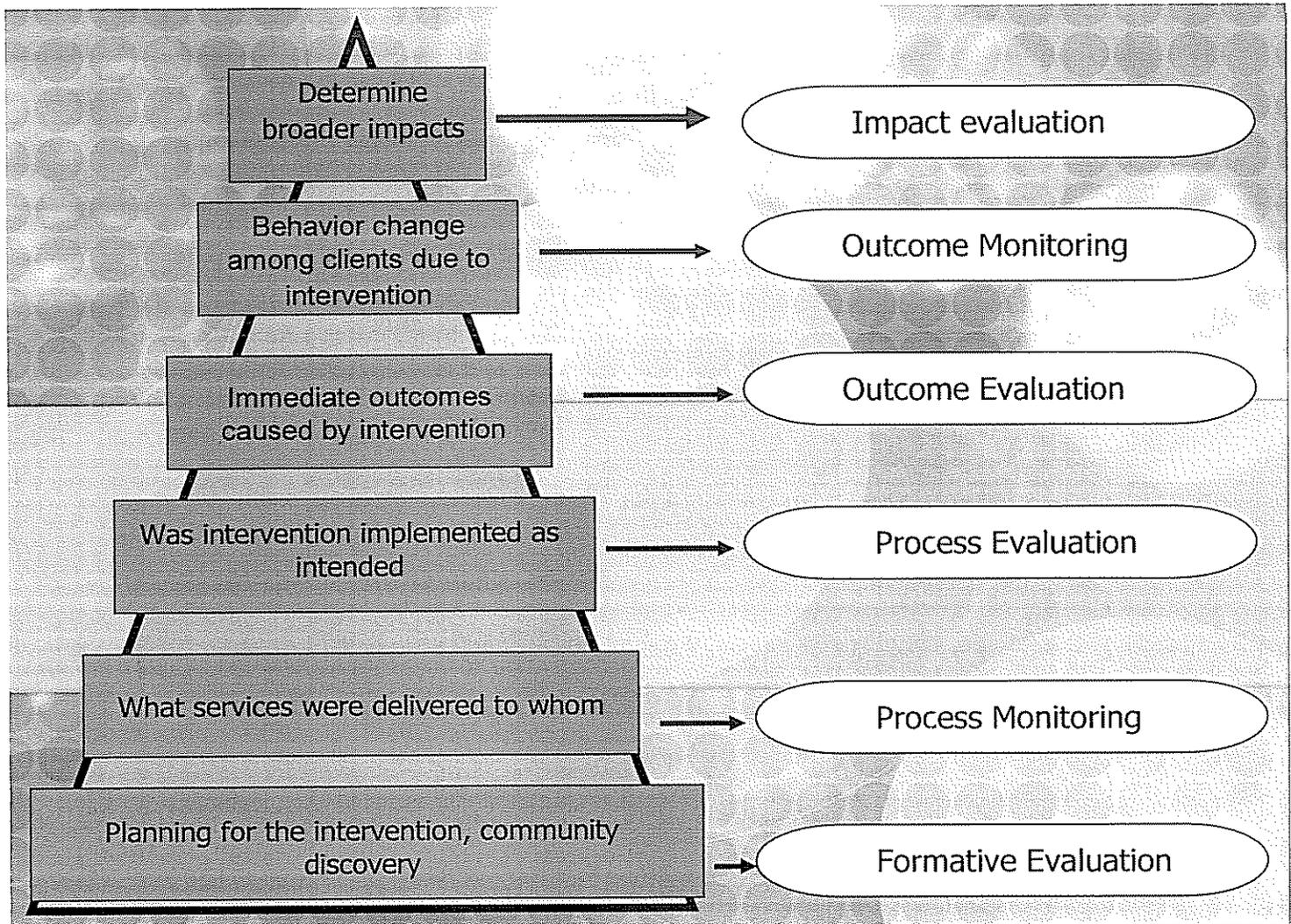
Outcome evaluation-Not supported by this funding Evaluation and data to see if the intervention caused the outcome- research with comparison groups; measures changes in KAB, changes in intention to adopt behaviors, changes in actual behavior, acquisition of new skills Does the program reduce client's risky behavior?

Impact evaluation- State Surveillance Programs Collects data about HIV at the jurisdictional, regional or national level- measures morbidity- prevalence and incidence, mortality and disease trends, answers questions about trends and populations

**EXHIBIT 5
PROGRAM EVALUATION PLAN**

RFP NO. ADHS11-00000347

Types of Evaluation



Distinction between Monitoring and Evaluation

Monitoring: tracks the key elements of program performance over time

Evaluation: distinguishes the measured change in targeted results that can be attributed to the intervention

This slide courtesy of Border Health Foundation, Monitoring and Evaluation

EXHIBIT 5
PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

OBJECTIVES: The SMART Method

Specific: Does the objective clearly specify what will be accomplished and by how much?

Measureable: Is the objective measurable?

Appropriate: Does the objective make sense in terms of what the intervention is trying to accomplish?

Realistic: Is the objective achievable given available resources and experience?

Time-Phased: Does the objective specify when it will be achieved?

EXHIBIT 6
CULTURAL COMPETENCY STANDARDS

RFP NO. ADHS11-0000347

Cultural Competency Standards - CLAS

Definition

Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations.

CLAS Standards as follows:

Standard 1

Health care organizations should ensure that patients/consumers receive from all staff member's effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred

Standard 2

Health care organizations should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area

Standard 3

Health care organizations should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery

Standard 4

Health care organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each patient/consumer with limited English proficiency at all points of contact, in a timely manner during all hours of operation.

Standard 5

Health care organizations must provide to patients/consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.

Standard 6

Health care organizations must assure the competence of language assistance provided to limited English proficient patients/consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on request by the patient/consumer).

Standard 7

Health care organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area

Standard 8

Health care organizations should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

EXHIBIT 6
CULTURAL COMPETENCY STANDARDS

RFP NO. ADHS11-00000347

- Standard 9**
Health care organizations should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

- Standard 10**
Health care organizations should ensure that data on the individual patient's/consumer's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated

- Standard 11**
Health care organizations should maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area

- Standard 12**
Health care organizations should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.

- Standard 13**
Health care organizations should ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by patients/consumers.

- Standard 14**
Health care organizations are encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in their communities about the availability of this information.

EXHIBIT 7
MATERIALS REVIEW STANDARDS

RFP NO. RFP11-0000347

MATERIALS REVIEW STANDARDS

All written materials, websites/internet materials, audiovisual materials, pictorials, questionnaires, survey instruments, proposed group educational sessions, educational curricula and like materials must reviewed and approved by ADHS prior to being put into use ADHS has established principles on content for HIV/AIDS materials (see below), and requires approval of all applicable materials prior to their distribution and use in any activities funded in any part with Ryan White funds

Guidelines for Content:

1. Written materials (e g , pamphlets, brochures, fliers), audiovisual materials (e g , motion pictures and video tapes), and pictorials (e g , posters and similar educational materials using photographs, or paintings) should use terms, descriptors, or displays appropriate for the intended audience to understand.
2. None of the funds appropriated to carry out this title may be used to provide education or information designed to promote sexual activity or intravenous substance abuse.
3. Section Two (2) may not be construed to restrict the ability of an education program that includes the information required to provide accurate information about various means to reduce an individuals risk of exposure to, or the transmission of HIV, provided that any informational materials used are not obscene.
4. Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices

ADHS Guidelines for Content:

1. All current materials which have been produced/approved at the federal level (i e. CDC, HRSA, DHHS) do not need to be submitted for prior approval by ADHS.
2. What is defined as obscene shall be determined by ADHS on a case by case basis.
3. All materials must either directly contain a health promotion message, an HIV prevention message, or inform about functions or events that ultimately promote the same. For example, a poster advertising a workshop does not need to have a health promotion message as long as the workshop does.
4. Information must be accurate, current, and culturally appropriate.

**EXHIBIT 8
DELIVERABLES INFORMATION**

RFP NO. ADHS11-0000347

Deliverables

Monthly- CER due 15th of month- following month of service

This must include an expenditure back-up with documentation of all expenditures for which reimbursements are being requested. Each category on Contractor Expenditure Report (CER) must have an allowable expense Receipts/invoices for every expense should be maintained by the contractor for auditing purposes

Provide details – the expenditure detail report should show the cost of the invoice and how that invoice was paid. RW is a payer of last resort and since RW cannot be the only funding source for a contractor, that contractor has the fiscal responsibility in making sure that RW funds are used proportionately according to FTE, clients, etc

An expenditure report must be accompanied with the CER. The expenditure report must include all actual expenditures and what portion of that expenditure was paid by the Ryan White contract. All invoices are to remain with the contractor for auditing purposes.

These reports should include:

- Personnel and ERE break-out showing what was paid by the contractor. Expenses paid by the employee are not reimbursable (i.e. social security tax, state tax, federal tax, employee portion of benefits etc)
- Cost of operating (includes travel, office supplies, rent, etc) expenses and what percentage of those expenses were paid by the Ryan White Program.
- Organizations requesting indirect cost reimbursement must have an approved and current Indirect cost rate agreement (must show proof) issued by HHS.
- Professional and outside services

Monthly- Monthly Activity Report (must accompany the CER) due on the 15th of the month following the month of service

The MAR includes a detailed budget section for the contractor to break-out services and administration costs. The MAR keeps track of contract year-to-date totals as well as calendar year-to-date totals. The information provided on the MAR's is used for year-end reporting to HRSA.

Information on the MAR should include:

- Budget (this should match the Price Sheet and Budget that was submitted at the beginning of the contract year)
- HRSA defined service categories
- Unduplicated persons served
- Total service encounters/units provided (service encounter is measured in 15 minute increments)
- Contract year-to-date encounters
- Calendar year-to-date encounters
- Total new persons served

Quarterly Narrative Report due on the 15th of the month following the end of the quarter

The narrative should include, but is not limited to, intervention implementation progress during the quarter on:

- Early service
- Early Identification of Individuals with HIV/AIDS
- Program Events- what, where, why, number of participants

**EXHIBIT 8
DELIVERABLES INFORMATION**

RFP NO. ADHS11-00000347

- Staff training
- Quality Management trainings
- Other activities with details
- Challenges and Successes during the month
- Participant outcomes
- Progress towards meeting program objectives
- Prospective changes to personnel
 - key personnel clause of Contract requires notification to program monitor of any changes to staffing and approval of staff in those positions

Annual Narrative Report due on the 15th of the month following last quarter of the fiscal year (April 15th)

The Annual Narrative Report is the same as the Quarterly Narrative Report, and should include, but is not limited to, all items required in the Quarterly Narrative Report for the last quarter of the fiscal year, plus an annual narrative.

CAREWare/or other HRSA approved RSR capable reporting system – Data entry to be completed within two working days of the client service

CAREWare (or other HRSA approved RSR capable reporting system) is used for required Ryan White reporting.

Reports include:

- Monthly Service Report (when developed)
- Ryan White Data Report (RDR), and/or Ryan White Services Report (RSR);
- WICY (Women, Infant, Children, and Youth); and
- Any other report that HRSA may need.

Contractors shall use an authorized data reporting system that is approved by HRSA. The State of Arizona Ryan White Part B program recommends and supports CAREWare.

Evaluation Reports:

- **Service Delivery Plan-** April 30th for the Contract year, updated yearly
Include the following with the service delivery plan update: Responsible parties, changes to be made, how requirements will be met, quality management and program improvement plans, evaluation tools
- Process and/or outcome measures. Sources of data may include, but are not limited to: satisfaction surveys, knowledge assessments (pre/post tests), follow-up surveys, meetings with staff and clients to assess program quality and improvement.
 - As applicable- Information about technical assistance- received, requested or needed
 - Include plans and desired results

Program Implementation Plan: (Also called work or project plan) Due by April 30th for the Contract year. A comprehensive outline of activities and tasks to be undertaken during the Contract year. As the plan will designate what will be needed at given times during the intervention it will account for variance in monthly unit costs. Further information is included in the method of approach for the announcement. The implementation plan must include timelines and responsible parties.

Other deliverables as determined by ADHS and Contractor:

- Quality Management Plans- Submitted as requested by ADHS- progress made on these should be included in monthly narratives as well as plans for program improvement. Shall minimally include measures, data to be collected, method of measurement and method of analysis

EXHIBIT 8
DELIVERABLES INFORMATION

RFP NO. ADHS11-00000347

- Policies and Procedures- Submitted as requested by ADHS- based on program model
- Out of State Travel- not allowed under this Contract
- Budget Worksheet and Detailed Budget Narrative- Due December 1st (or earlier) for following year, as agreed by ADHS
- Expenditure reports due monthly by the 15th for the prior calendar month with CER, MAR and supporting documentation
- Budget Projections- Due January 1st for remainder of current year, include if budget realignments would need to be made (15% limitations)
- Annual Financial Report- April 30th for previous year- include total expenditures and budget narrative of how funds were spent.
- Annual Audit Report – July 1 for previous year

EXHIBIT 9
BUDGET DEVELOPMENT GUIDELINES

RFP NO. ADHS11-00000347

BUDGET DEVELOPMENT GUIDELINES

Specific types of Provider costs are to be grouped into six budget categories. Within the total cost for each budget category, a series of line item costs are to be identified. All budgeted amounts are to be rounded to the nearest dollar in each line item and budget category. It is essential that category costs be comprised of the same item costs as specified in these Guidelines.

1. PERSONNEL SERVICES

- a. Compensation for personnel services is an allowable expense for Provider employees whose work is necessary for the provision of Contract services.
- b. Salaries to be charged to the service must relate directly to work on the service. Salaries of employees involved in work on non-contract services must be properly apportioned and later supported by appropriate time distribution records or any other acceptable method.
- c. Benefits such as vacation, sick and administrative leave, holidays and routine training participation time are to be included in the amount budgeted for an employee's salary. In addition, any salary increases due an employee during the Contract period must be included in the budgeted salary costs.

2. EMPLOYEE RELATED EXPENSES (ERE)

- a. Employee related expenses (fringe benefits) are allowances and services offered by the Provider agency to its employees as compensation in addition to regular salaries. Fringe benefits must be applied only to that portion of an employee's salary or wages attributable to the service. Fringe benefits budgeted in the Contract must be earned during the Contract period. Benefits accrued prior to the Contract, but not yet paid out, are not expenses allowed by the Department.
- b. Fringe benefits include, but are not limited to Social Security (FICA), Unemployment Insurance, Worker's Compensation, health and life insurance, and retirement. The portion of the cost of these benefits paid by the employee is not an expense of the Provider agency. The employer's cost of these benefits is an eligible Provider agency expense.

3. PROFESSIONAL AND OUTSIDE SERVICES

- a. Professional and consultant services, rendered by individuals or organizations, are allowable expenses if the services are directly related and essential to the Contract service(s). The normal types of professional or outside services which may be placed in this budget category are those which relate to the legal, accounting, management, training/education, medical, social service and psychological professions.
- b. A written specification, of each of the consultant services to be performed, is to be available for the purpose of budget estimating and subsequent audits. The specifications normally will include estimates by item, all consultant costs such as travel, supplies, meetings or any directly related costs of the consultant. Professional and Outside services are frequently purchased on an hourly basis. It is, therefore, recommended that such services be budgeted on a per hour billing basis.

4. TRAVEL

- a. Travel will include the cost of transporting staff and clients during the provision of Contract services. The following allowable travel costs are included within this category:
 - i. Staff-owned vehicles: mileage reimbursement;
 - ii. Provider agency-owned vehicles: operating expenses and depreciation;
 - iii. Sub-contracted travel services;
 - iv. Rented vehicles;
 - v. Government motor pool vehicles;
 - vi. Public transportation; and
 - vii. Per diem.

EXHIBIT 9
BUDGET DEVELOPMENT GUIDELINES

RFP NO. ADHS11-00000347

b. Staff-Owned Vehicles

- i. The travel cost of a vehicle owned by a Provider employee should be budgeted no greater than the offerors designated mileage reimbursement rate. In public Provider agencies, the mileage rate is determined by the branch of government with which the Provider agency is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality. The actual cost of tolls and parking fees may be budgeted for employees using their vehicles for Contract services.

c. Provider Agency-Owned Vehicles

- i. Travel costs for vehicles owned by a Provider agency must be budgeted on an actual cost method. Actual costs will include fuel, maintenance and repair, insurance, registration fees, tolls, parking fees and depreciation.
- ii. There are two methods to budget motor vehicles with regard to acquisition cost:
- iii. The vehicle may be purchased with Provider agency funds. The cost will be depreciated over the useful life of the vehicle. The current year depreciation expense is listed in the Travel Category of the Service Budget.
- iv. The agency may budget the entire acquisition cost as a first year expense under the Equipment Category.

d. Rented Vehicles

- i. If either a public or private Provider agency is renting vehicles from a private rental agency, the actual rental cost plus fuel (unless fuel is included in the rental cost) should be used to budget the cost. Rental costs will be considered reasonable depending on the type and degree of use and current fair market value of the model of vehicle. If a vehicle has been rented by the Provider until its acquisition cost has been reduced to below \$5,000, it may be purchased and budgeted as a current cost.

e. Motor Pool Vehicles

- i. Provider agencies using vehicles supplied by a county or municipal motor pool may budget for travel by using the rate fixed by the motor pool.

f. Public Transportation

- i. In cases in which public transportation is used for authorized travel by employees or clients of the Provider, the actual cost of fares required should be estimated. Fare or any other expenses for staff members to commute to and from work are not an allowable cost.

g. Per Diem

- i. While Providers are encouraged to minimize the overnight travel costs, certain Contract services may require occasional overnight travel on the part of employees. In such cases, per diem expenses should be budgeted no greater than the offerors designated per diem reimbursement rate. For public Provider agencies, the per diem rate is determined by the branch of government with which the Provider is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality.

EXHIBIT 9
BUDGET DEVELOPMENT GUIDELINES

RFP NO. ADHS11-00000347

5. OTHER OPERATING

- a. Other Operating costs include materials and supplies, space and occupancy and general operating services. Costs related to space needed for the delivery of Contract services are allowable expenses. Space costs include the expense of a facility and other expenses directly related to the operation of the facility. Space Costs, however, do not include the purchase or major modification of land or facilities.

- b. The costs of materials and supplies, necessary for the delivery of Contract services, are allowable budgeted expenses. Such costs should be calculated by deducting from the purchase price, all cash and trade discounts, rebates, and allowances to be received by the Provider agency.

- c. Program Supplies
 - i. Program supplies include consumable supplies used directly in the provision of Contract services.

 - ii. **Materials**
 - (1) Materials are consumable supplies used directly by the clients in the provision of Contract services. Material supplies will include but need not be limited to:
 - (2) Arts and Crafts;
 - (3) Housekeeping Goods (dishes, linens, etc.);
 - (4) Client Activities Costs;
 - (5) Toys; and
 - (6) Literature

 - iii. **Medical Items**
 - (1) Medical care is an allowable cost if it is necessary to achieve the objective of the Contract services.

 - (2) Professional Medical Services: The cost of medical professionals is an allowable expense. However, the cost should normally appear in the Personnel or Professional and Outside Services Category contingent upon the terms of the agreement between the Provider agency and the medical professional(s).

 - (3) Pharmaceuticals: Pharmaceuticals should be budgeted on an actual cost basis.

 - (4) Medical Supplies: Medical supplies should be budgeted on an actual cost basis

- d. Office Supplies
 - i. **General Office Supplies**
 - (1) Office supplies are consumable supplies necessary to efficient administrative and service operations of the service program. The cost of this item may be budgeted by using a reasonable base cost per employee for the Contract term multiplied by the total number of employees needing office supplies. Justification of the base cost must be available upon request.

 - ii. **Equipment**
 - (1) Any piece of equipment with an acquisition cost of up to \$4,999.99 will be budgeted under the Other Operating Category. Budgeting of such pieces of equipment will be done on an actual cost basis. All Pieces of equipment with an acquisition cost of \$5,000 or more should be budgeted under the Capital Outlay Category

 - iii. **Postage**

EXHIBIT 9
BUDGET DEVELOPMENT GUIDELINES

RFP NO. ADHS11-0000347

- (1) Postage may be budgeted by applying a monthly base to the total number of months in the Contract. When applicable, Provider agencies should apply for and utilize special bulk mail rates.

iv. Reproduction and Printing

- (1) The cost of printing and reproduction services, necessary for the performance of the Contract, including but not limited to forms, reports, manuals and informational literature is allowable. However, if a cost for the rental of a photocopier has been budgeted, care must be taken to avoid duplication of costs. When budgeting for reproduction and printing services, enter a reasonable estimate of actual costs.

e. Maintenance of Space

- i This item includes costs necessary for the upkeep of the Provider's facilities which neither add to the permanent value of these facilities nor appreciably prolong their intended life, but keep them in an efficient operating condition. This includes estimates of the actual costs of material needed for the maintenance and repair of the Provider's facilities or for sub-contracted maintenance services.

f. General Operating

- i. Central Services: Service costs such as administrative, data processing, payroll, supply and duplicating facilities on which the expense can be calculated and segregated as a direct cost are to be entered in this item. Support these budgeted expenses by indicating the basis of the cost.
- ii. Communication: Telephone and answering service costs, as well as telephone directory listings, which assist the client to identify and contact the Provider agency for Contract services, will be permitted.
- iii. Bonding: Premiums for bonding costs will arise when there is a need to protect the provider agency and government against financial loss. Bonding practices beyond those which the Provider agency should normally use as good business practice will not be required. The most common bonding classification is that of a fidelity bond sufficient to cover the potential loss of accessible funds.
- iv. Advertising: To acquire quality goods or services at a low cost; to recruit potential employee; or to inform the public of the availability of services.
- v. Training: Provider agency employees are eligible for training directly related to the Contract services. The necessary and appropriate expense related to training activities is to be included in this line item. The basis for this budgeted expense must be documented in the Proposal Itemized Service Budget, and a detailed description of the training activities must be rendered in the Program/Administration Section.
- vi. Trade, Business, Technical and Professional Activities: A series of costs may be encountered which assist in providing reference background, updating employees' knowledge and maintaining liaison or contact with similar activities. Expenses in this line item will be allowable when the costs are proven to be of direct benefit to the Contract services. The following types of costs may be part of this item's budget expense:
 - (1) Library - purchases and fees;
 - (2) Subscriptions - professional literature;
 - (3) Membership - dues; and
 - (4) Professional activities, clubs and meetings.
- vii. General Liability Insurance: Insurance costs are those insurance costs which the Provider is required to carry, or which are approved under the terms of the Contract and any other insurance which the Provider maintains in connection with the general conduct of its business (excluding insurance on the building and contents which should be listed as a line item under Other Space Costs in the Space Category). The Provider can ascertain from the Department what types and amount of insurance coverage should be purchased.

EXHIBIT 9
BUDGET DEVELOPMENT GUIDELINES

RFP NO. ADHS11-00000347

6. CAPITAL OUTLAY (EQUIPMENT)

- a. The cost of equipment essential to the delivery of Contract services and the maintenance of that equipment is allowable as a budgeted expense. Equipment which materially increases the value or useful life of a facility is unallowable.
- b. The Equipment Category, which includes office and program equipment, has been subdivided into two sections: (1) Equipment Costs, and (2) Equipment Maintenance Costs (Provider agencies should note that vehicle operating expenses are to be budgeted within the Travel Category.)
- c. Capital Equipment Costs
 - i. Capital equipment costs may be budgeted through one of the following four methods:
 - (1) Purchase;
 - (2) Rental/Lease;
 - (3) Depreciation; and
 - (4) Use Allowance.
- d. Equipment Maintenance Costs
 - i. To keep equipment at an efficient operating level, various maintenance services may be necessary.
 - ii. Maintenance services provided by vendors either under a services subcontract or as random repairs will be budgeted under this sections. Care must be used that costs of maintenance services call do not duplicate maintenance fees provided for in rental agreements. Maintenance costs must be calculated in proportion to the use of the item by the Provider agency in the delivery of Contract services.

7. OTHER

- a. Indirect costs - Indirect costs are those incurred for a common or joint purpose benefiting more than one cost objective or activity and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

APPLICANT'S EXPENDITURE REPORT

Arizona Department of Health Services
Accounting/Contracts
1740 W. Adams Street
Phoenix, Arizona 85007

CONTRACTOR'S EXPENDITURE REPORT

1. Contract Number _____ P.O. # _____
2. Contractor Name _____
3. Title of Program _____
4. Reporting Period Covered: From _____ To _____

4A. Cost Reimbursement -
Cumulative Actual Expenditures

Fixed Price

4B. Periodic Report

FINAL REPORT

Contractor's Detailed Statement of Expenditures and Fixed Price				
	Approved Budget (a)	Prior Report Period Date Expenditures (b)	Current Reporting Period Expenditures (c)	Total Year to Date Expenditures (d)
5. COST REIMBURSEMENT (Actual Expenditures)				
A. Account Classification:				
Personal Services and ERE	\$ -	\$ -	\$ -	\$ -
Professional and Outside Services	\$ -	\$ -	\$ -	\$ -
Travel Expenses	\$ -	\$ -	\$ -	\$ -
Other Operating Expense	\$ -	\$ -	\$ -	\$ -
Capital Outlay Expense	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
6. FIXED PRICE				
A. Type of Unit:	Rate per Unit	Total Funds Earned this Reporting Period (3)	Prior Report Period Year to Date Funds Earned (4)	Total Year to Date Funds Earned (5)
	(1)	(2)	(4)	(5)
TOTAL				

ADHS USE ONLY	THIS SECTION FOR ADHS ACCOUNTING USE ONLY
ADHS PROGRAM COORDINATOR CERTIFICATION: <input type="checkbox"/> Performance satisfactory for payment <input type="checkbox"/> Performance unsatisfactory, withhold payment <input type="checkbox"/> No payment due	7. CONTRACTOR CERTIFICATION I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information is valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.
PROGRAM COORDINATOR SIGNATURE/DATE _____	Total Expenditures or total Fixed Price _____ Adj (if required): _____ Less: Year to date payments _____ Adj (if required): _____ Net payment due: _____
	Index _____ PCA _____ AY _____ Amount _____
	AUTHORIZED CONTRACTOR'S SIGNATURE/TITLE/DATE _____

**EXHIBIT 10
CONTRACTOR'S EXPENSE REPORT AND MONTHLY ACTIVITY REPORT**

RFP NO. ADHS11-00000347

Monthly Activity Report

Contact Information Table

Provider Name:	Insert the name of the organization
Contract Number:	Insert the contract number issued by the ADHS
Address:	location of organization
City, State, Zip Code:	location of organization
Contact Name:	person to contact when there are questions about the billing
Title:	title of the contact name
Phones, Fax:	contact person's phone number
Email:	e-mail for the contact person
Period Covered in This Report:	example: April 1, 2010 - April 30, 2010 or 4/1/10-4/30/10

**EXHIBIT 10
CONTRACTOR'S EXPENSE REPORT AND MONTHLY ACTIVITY REPORT**

RFP NO. ADHS11-00000347

MONTHLY EXPENDITURE REPORT TABLE

Provider Name:	January--00				
Reporting Period:	Part B Budget for Current Contract with ADHS	Prior Period Expenditures (Contract Year-To-Date)	Cost Incurred This Reporting Month	Total Expended Contract Year-To-Date (D=B+C)	Variances (Amount remaining in your budget) (E=A-D)
	A	B	C	D	E
HRSA Defined Service Categories	Core Medical				
Outpatient/Ambulatory Health Services				\$0.00	\$0.00
AIDS Pharmaceutical Assistance (local)				\$0.00	\$0.00
Oral Health Care				\$0.00	\$0.00
Health Insurance Premium & Cost Sharing Assistance				\$0.00	\$0.00
Mental Health Services				\$0.00	\$0.00
Medical Case Mgmt (Inc. Treatment Adherence)				\$0.00	\$0.00
Substance Abuse Services-outpatient				\$0.00	\$0.00
Early Intervention Services		\$0.00		\$0.00	\$0.00
Core Medical Sub-totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Support Services				
Case Mgmt (non-medical)				\$0.00	\$0.00
Treatment Adherence Counseling				\$0.00	\$0.00
Housing Services				\$0.00	\$0.00

**EXHIBIT 10
CONTRACTOR'S EXPENSE REPORT AND MONTHLY ACTIVITY REPORT**

RFP NO. ADHS11-00000347

CLIENT / SERVICE UTILIZATION MONTHLY REPORT TABLE

Provider Name:	Reporting Period:	Total Unduplicated Persons Served				Total Service Encounters/Units Provided		
		I During This Reporting Period	J During Contract Year-to-Date (Apr 1 - Mar 31)	K During Calendar Year-to-Date (Jan 1 - Dec 31)	L During This Reporting Period	M During Contract Year-to-Date (Apr 1 - Mar 31)	N During Calendar Year-to-Date (Jan 1 - Dec 31)	
HRSA Defined Service Categories								
Outpatient Medical Care			0			0		
AIDS Pharm Assistance (local)			0			0		
Oral Health Care			0			0		
Health Insurance & Cost Sharing			0			0		
Mental Health Services *			0			0		
	* HIV Infected		0			0		
	* HIV Affected		0			0		
Medical Case Mgmt (inc. Treatment Adherence)			0			0		
Substance Abuse Services *			0			0		
	* Outpatient		0			0		
	* Residential		0			0		
Early Intervention Services			0			0		
Case Management (non-med) *			0			0		
	* HIV Infected		0			0		
	* HIV Affected		0			0		

EXHIBIT 10
CONTRACTOR'S EXPENSE REPORT AND MONTHLY ACTIVITY REPORT

RFP NO. ADHS11-00000347

Emergency Financial Assistance		0			0
Food Bank/Home-Delivered Meals		0			0
Housing Services		0			0
Medical Transportation Services		0			0
Totals		0	0		0
Total New persons Served		0			Do not enter information in this field

EXHIBIT 11
RYAN WHITE PART B SERVICE CATEGORIES, DEFINITIONS
AND REQUIREMENTS

RFP NO. ADHS11-00000347

Although the Ryan White legislation provides for other service categories, the Arizona Ryan White Part B Program is seeking to fund only services in the categories listed below. These services are to be delivered to eligible clients in all counties of the State of Arizona except Maricopa Co., Pinal Co., and Mohave Co. Given the limited resources available to the Program, and the sweeping changes that will be taking place in the ADAP program beginning 1/1/201, sustaining existing services through that transition must be the primary objective at this time. However, as the program changes anticipated take place, an expansion of services may be possible. Those additional services would be provided under a separate future solicitation process. Services delivered under this Contract shall adhere to the most recent guidelines for the treatment of HIV disease and related opportunistic infections established by the United States Public Health Service. These may be found at <http://www.aidsinfo.nih.gov/guidelines/>. Services to be funded under this solicitation are:

Core Medical Services:

Outpatient and Ambulatory Health Services;
Medical Case Management Including Treatment Adherence Services;
Oral Health Care Services;
Health Insurance Premium and Cost Sharing Assistance for Low Income Individuals;
AIDS Pharmaceutical Assistance (local);
Early Intervention Services;
Mental Health Services;
Substance Abuse Services (Outpatient);

Support Services:

Case Management (non-medical);
Emergency Financial Assistance;
Treatment Adherence Counseling;
Food Bank/Home-Delivered Meals;
Housing Services;
Medical Transportation Services;

Administrative Support:

Regional Needs Assessment, Resource Inventory Development, and Quality Management (ADHS will only consider proposals that cover the entire Part B service region)

EXHIBIT 11
RYAN WHITE PART B SERVICE CATEGORIES, DEFINITIONS
AND REQUIREMENTS

RFP NO. ADHS11-00000347

Further Requirements:

Offerors submitting proposals to provide Outpatient and Ambulatory Health Services or Medical Case Management Including Treatment Adherence Services shall also include proposals to provide Health Insurance Premium and Cost Sharing Assistance for Low Income Individuals and Early Intervention Services. The combination of these services is intended to support the transition of AIDS Drug Assistance Program enrollees into health insurance continuation, and to support the Ryan White Part B response to HRSA Early Identification of Individuals with HIV/AIDS (EIHA) requirements.

SERVICE DEFINITIONS:

Core Medical Services

Outpatient and Ambulatory Medical Care - the provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner in an outpatient setting. Settings include clinics, medical offices, and mobile vans where clients generally do not stay overnight. Emergency room services are not outpatient settings. Services includes diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, education and counseling on health issues, well-baby care, continuing care and management of chronic conditions, and referral to and provision of specialty care (includes all medical subspecialties). *Primary medical care* for the treatment of HIV infection includes the provision of care that is consistent with the Public Health Service's guidelines. Such care must include access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

AIDS Pharmaceutical Assistance (Local) - local pharmacy assistance programs implemented by Part B Grantees to provide HIV/AIDS medications to clients. Programs are considered AIDS Pharmaceutical Assistance programs if they provide HIV/AIDS medications to clients and meet all of the following criteria:

- 1) Have a client enrollment process;
- 2) Have uniform benefits for all enrolled clients;
- 3) Have a record system for distributed medications; and
- 4) Have a drug distribution system.

EXHIBIT 11
RYAN WHITE PART B SERVICE CATEGORIES, DEFINITIONS
AND REQUIREMENTS

RFP NO. ADHS11-00000347

Programs are not AIDS Pharmaceutical Assistance programs if they dispense medications in one of the following situations:

- 1) As a result or component of a primary medical visit;
- 2) On an emergency basis (defined as a single occurrence of short duration); or
- 3) By giving vouchers to a client to procure medications.

Local AIDS Pharmaceutical Assistance programs are similar to ADAP programs in that they provide medications for the treatment of HIV disease. However, local AIDS Pharmaceutical Assistance programs are not paid for with Part B funds "earmarked" for ADAP.

Oral Health Care - diagnostic, preventive, and therapeutic services provided by general dental practitioners, dental specialists, dental hygienists and auxiliaries, and other trained primary care providers.

Early Intervention Services - counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose to extent of immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures.

Health Insurance Premium and Cost Sharing Assistance for Low Income Individuals - the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, copayments, and deductibles.

Mental Health Services - psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting, and provided by a mental health professional licensed or authorized within the State to render such services. This typically includes psychiatrists, psychologists, and licensed clinical social workers.

Medical Case Management Services Including Treatment Adherence - are a range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities

EXHIBIT 11
RYAN WHITE PART B SERVICE CATEGORIES, DEFINITIONS
AND REQUIREMENTS

RFP NO. ADHS11-00000347

include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic reevaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication.

Substance Abuse Services (Outpatient) - the provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting, rendered by a physician or under the supervision of a physician, or by other qualified personnel.

Support Services

Case Management (Non-Medical) - the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Nonmedical case management does not involve coordination and follow-up of medical treatments, as medical case management does.

Emergency Financial Assistance - the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities, housing, food (including groceries, food vouchers, and food stamps), and medication when other resources are not available.

Food Bank/Home Delivered Meals - the provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item. Includes vouchers to purchase food.

Housing Services - the provision of short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with them. Eligible housing can include both housing that does not provide direct medical or supportive services and housing that provides some type of medical or supportive services such as residential mental health services, foster care, or assisted living residential services.

Medical Transportation Services - conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.

EXHIBIT 11
RYAN WHITE PART B SERVICE CATEGORIES, DEFINITIONS
AND REQUIREMENTS

RFP NO. ADHS11-00000347

Medical transportation is classified as a support service and is used to provide transportation for eligible Ryan White HIV/AIDS Program clients to core medical services and support services. Medical transportation must be reported as a support service in all cases, regardless of whether the client transported to a medical core service or a support service.

Psychosocial Support Services - the provision of support and counseling activities, child abuse and neglect counseling, HIV support groups, pastoral care, caregiver support, and bereavement counseling. Includes nutrition counseling provided by a non-registered dietitian but excludes the provision of nutritional supplements.

Treatment Adherence Counseling - the provision of counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments by nonmedical personnel outside of the medical case management and clinical setting.

ADMINISTRATIVE SUPPORT:

Administrative support to ADHS Ryan White Part B program in the area of Needs Assessment development, local resource inventory, and quality management. This service will provide support to ADHS by working with and through existing community groups throughout the Part B service region to develop regional needs assessments that can be combined into a statewide needs assessment updated every two (2) years. If groups already exist, such as HIV/AIDS consortia these will be used. If groups do not exist, the service provider will first need to organize regional community groups through which to do local needs assessments. These groups will also be supported to conduct an inventory of available resources for HIV/AIDS care, treatment, and support in each service region.

This service will also work with the ADHS Ryan White Part B program Quality Management Program to liaise with and assist contracted service providers to develop and use tools and methods that provide consistent documentation of medical case management care plans, and measurement and reporting of clinical quality measures as established by ADHS at each provider site.

The provider will need to travel to different regions of the state to take part in regional group meetings, and will also need to work with the ADHS Ryan White Part B Program Data Manager to provide local groups with epidemiological support, and data analysis as needed in the development of local needs assessments.

EXHIBIT 12
RYAN WHITE PART B ELIGIBILITY SCREENING POLICY

RFP NO. ADHS11-0000347

Ryan White Part B Eligibility Screening Policy:

Ryan White Part B providers should establish the eligibility of applicants along the following guidelines before services can be paid for by Ryan White Part B:

- 1) The applicant's identity should be established through documentation. If the identity of the applicant on the application differs from supporting documentation, the applicant's identity should be established with a government issued form of identification.
- 2) The applicant's HIV status should be established through documentation that meets the current State Communicable Disease case definition for HIV. Acceptable documentation includes a positive Western Blot test result, a detectable HIV viral load test result or a signed statement by a licensed medical provider giving the date of a positive Western Blot or detectable HIV viral load test on file with that provider.
- 3) Residency within the Part B service region of Arizona shall be established with documentation. See attached residency documentation list for acceptable forms of documentation. Applicants residing in Mohave County, Arizona are served through the Las Vegas Ryan White Part A program. Arizona ADAP serves residents of Mohave County. Other specific services may be provided to Mohave County residence based upon availability of gap funding. Please inquire with the Part B program administration.
- 4) Household size shall be established in documentation for the applicant. The household includes the applicant, as well as any other persons with whom they live to whom they are related by birth, marriage, or adoption.
- 5) Household income shall be established in documentation for the applicant. The household income includes that of the applicant, and any other adult members of the household to whom the applicant is related by birth, marriage, or adoption. Household income includes total gross income, both earned and unearned, from any source, to any member of the household aged 18 and above. Income to household members under 18 is excluded.
- 6) The applicant's current poverty standing shall be calculated from established household size and household income, and shall be at or below 300% of current Federal Poverty.
- 7) Case management may be provided for the purpose of conducting eligibility screening and coordination of benefits to all applicants regardless of FPL if eligibility screening and coordination of benefits are provided through case management.
- 8) Early Intervention Services may be provided for the purpose of HIV diagnostic testing to all persons who are seeking testing either as partners of known positives, or with at least one reported risk factors for HIV, or who have had a positive HIV diagnostic test result.
- 9) It should be established in documentation that the applicant has no other source that might provide the services that they are applying to receive from the Ryan White Part B program. Potential sources include:
 - Coverage under AHCCCS, or eligibility for coverage under AHCCCS as established by documentation issued by AHCCCS.
 - Coverage under any other insurance provider, or eligibility for coverage under any other insurance provider (except Veterans Administration and Indian Health Service). If established in documentation that any other coverage can provide the services the applicant is applying to receive, those services shall not be paid for by Ryan White Part B.

If the applicant is eligible for coverage through AHCCCS, Medicare Part D, or any other private insurance provider, but does not currently have coverage that will provide the services for which they are applying, services may be provisionally delivered for a limited time when the following circumstances are documented:

- The applicant is unable to apply until an open enrollment period
- The applicant has applied and is awaiting a determination
- The applicant is in a pre-existing conditions exclusion period, or other coverage waiting period
- There is any limitation of coverage (such as caps, or exclusions) upon the services they are applying to receive.

When coverage is established, provisional enrollment should end and eligibility for Ryan White services should be re-evaluated. Ryan White should only pay for services the applicant has applied to receive that cannot be provided through any other source available to the applicant. All available benefits should be coordinated to assure that Ryan White remains the payer of last resort.

- 10) Part B clients shall be re-evaluated for eligibility semi-annually, or any time that there is a change in their income or household size that might change their eligibility for Ryan White Part B, or for coverage under another provider.
- 11) Applicants should sign a document notifying them of their responsibility to notify the Ryan White provider of any change in their income, residency, health insurance coverage or eligibility for coverage within 30 days at each eligibility evaluation. Failure to notify the Ryan White provider may disqualify them from enrollment in Ryan White.

ARF-583
Regular BOS Meeting
Date: 06/07/2011

Consent Agenda Item Item #: 5- F

Submitted For: Matthew Bolinger, Health & Emergency Services Division Director
Submitted By: Valrie Bejarano, Finance Department
Department: Health & Emergency Services Division Division: Administration
Fiscal Year: 2011-2012 Budgeted?: Yes
Contract Dates 6-1-11 to 5-30-2012
Begin & End:
Grant?: No
Matching No Fund?: Renewal
Requirement?:
Presenter's Name:

Information

Request/Subject

Amendment No. 1 to Agreement No. 1005/6-2011 with JCG Technologies for the Liberty Recorder System Support Services Package for one year for Emergency Services.

Background Information

In 2005, JCG Technologies agreed to provide the Liberty Recording System to Gila County Emergency Services. Per attachment "C" of the agreement JCG's Technical Support Services Package may be renewed each year , which the County has done since 2006.

Evaluation

Amendment No. 1 to this agreement will allow the Support Service Package to be automatically renewed every twelve months on June 1st of each year unless terminated by either party. This agreement may be terminated by either party at the end of the renewal period upon thirty days' notice to the other party. The annual amount shall be \$539.31.

Conclusion

Renewing the agreement each year for the Liberty Recorder Support Services Package will provide the County with the following; free software updates and upgrades, unlimited support calls from 8am to 5pm, electronic logging of issues and questions 24 hours per day, on-line access to released technical support memos, on-line access to product documentation, software fixes via electronic download, and any replacement hardware needed will be sold at a discount.

Recommendation

The Health & Emergency Services Division Director recommends that the Board of Supervisors approve Amendment No. 1 to the Liberty Recorder Agreement for the annual purchase of the Support Services Package and to allow the renewal to be automatic unless terminated by either party.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Agreement No. 1005/6-2011 between Gila County and JCG Technologies for the Support Services Package for one year in the amount of \$539.31 and the automatic renewal on June 1st of each year thereafter unless terminated by either party.

Attachments

Link: [Amendment No. 1 Agreement 1005/6-2011](#)

Link: [Original Agreement JCG Technologies](#)

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

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

Shirley L. Dawson, District III Supervisor
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
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

SERVICE AGREEMENT NO. 1005/6-2011

LIBERTY RECORDER

AMENDMENT NO. 1

Effective February, 2005, Gila County and JCG Technologies, entered into an agreement whereby JCG Technologies would provide equipment and support service for the Liberty Recorder system. The JCG Support Services Package is renewed yearly for all JCG software products installed at the site and registered with JCG. The support services package contains the following:

- Free software updates, and upgrades during the renewal period.
- Unlimited calls (operation and technical) from 8am to 5pm AZ MST, excluding JCG Customer Support, Direct Line.
- Electronic logging of issues and questions (email & Web) 24 hours per day.
- On-line access to all released Technical Support memos.
- On-line access to product documentation.
- Software fixes via electronic download.
- Any replacement hardware needed is sold at a discount price.

Amendment No. 1 will allow the Support Services Package to be automatically renewed every twelve (12) months on June 1st of each year unless terminated by either party. This agreement may be terminated by either party at the end of the renewal period upon thirty (30) days notice to the other party.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, 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 this _____ day of _____, 2011.

AMENDMENT #1

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

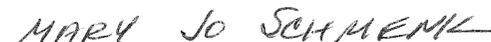
JCG TECHNOLOGIES

Michael A. Pastor, Chairman, Board of Supervisors



Representative Authorized to Sign

ATTEST



Print Name

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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



9941 E. Mission Lane, Scottsdale, AZ 85258
Phone: 480 661-5629 Fax: 480 661-7589

January 6, 2005

Linda Rodriguez 
5515 S. Apache
Globe Arizona 85501

Re: JCG Digital Audio Court Recording System Quote

Linda,

JCG Technologies, Inc. is pleased to present this price quote for the supply and installation of Veri-Scribe based digital audio recording systems.

Listed below are some of the benefits the agency will receive when using the JCG solution.

- High quality audio recording...no more scratchy tapes.
- Instant and direct archival of the digital audio onto CD-ROM or a network storage location.
- The JCG solution is designed to look and operate just like a simple tape recorder. This makes for a short learning curve.
- Audio files are easily and rapidly annotated using an integrated annotation package.
- Stores recordings on the system's hard drive, for immediate on-line access.
- Permits users to **easily copy** recordings to CD-R/CD-RW or a network attached storage (NAS) device.
- Permits users to annotate audio recordings during, and after the recording session. **The annotations are made within the recording software, NOT via a separate program.**
- **Is based on an ODBC SQL database**, enabling the agency to integrate audio with other software solutions (i.e. case management systems).
- **Veri-Scribe is 100% compatibility with your existing system hardware.**
-

The schedule of equipment required to outfit your courtrooms is shown in Attachment A. This schedule identifies services, hardware and software that would be required to implement the JCG system for your organizations recording needs.

Please pay special attention to Attachment B, which shows the minimum specifications of the required computer hardware and software.

The JCG Technical Support Package Plan is described in Attachment C.

Please do not hesitate to contact me if you have any questions or require any additional information. We are looking forward to working with you.

Sincerely,

Jim Duggan
Account Manager
JCG Technologies, Inc.
Phone: 480-726-7544
E-mail: jmduggan@jcgtechnologies.com

Attachment A

Items to be supplied by JCG Technologies Inc.

PC Based Software Solution

Product	Quantity	Unit Price	Total Price
JCG 4-Channel Portable Recording Kit	1		\$6,495
Includes:			
Veri-Scribe Recorder, Player, Annotator with Backup Software	1		
MX645 Mixer	1		
Wheeled travel Case	1		
Power Strip	1		
1 Set of (4) Audio technical Pro 44 Microphones w 20 foot Cables	1		
Installation and Training	1		500
Technical Support	1		425
Annotation Software VS-CPA (per node)	1	595	595
Headset	1	25	25
Total			\$8,040
Options			
Foot Pedal	1	75	75
Digital Clock Display	1	395	395
Shure LX-14 Wireless Transmitter and Battery Pack			850
Annotation Software VS-CPA (per node)	1	595	595

Prices are effective until January 7, 2005. Prices do not include tax (7.95%) or shipping and handling charges.

Installation and Training

Unless specifically noted and quoted in Exhibit A, the Customer will be responsible for providing:

1. All computers and laptops. Prior to the JCG hardware and software installation all computers must be configured as per the product specifications.
2. All microphones, cables and microphone stands. When connecting to a JCG Technologies, Inc supplied mixer, the microphone cables must be terminated with male XLR connectors.
3. All PC/LAN connections and cabling (if the audio is to be archived over the network).
4. All cabling for connecting the JCG system to any of the Customer's external systems/devices (i.e. PA system for audio playback, other recording devices, etc).
5. PC speakers, power supply and cables for PC sound card based playback of the audio.

Our installation personnel will load JCG supplied software and install JCG supplied hardware onto the court computers that meet or exceed the specifications described in this proposal. Please advise us of the model and configuration of the computers so that we can verify suitability prior to delivery.

Installation is quoted on a per day basis. The quoted price assumes ready access to the Customers' facility. The Customer may be responsible for additional installation charges if it does not make the facility available to complete the installation in the time frame quoted, does not provide equipment per the product specifications and/or does not provide the items (if applicable) noted above.

Operator training will be provided on the same day as the installation. For training to be most affective it is preferable to have a maximum of 5 persons per session.

Attachment B

Computer Hardware & Software Minimum Requirements

This document details the MINIMUM specifications required for the JCG supplied products. This information makes no allowance for other applications that may run on the computer at the same time. Adding memory and increasing the processor speed will significantly improve performance, especially if the computer will be running other applications.

Minimum System Requirements

Recording Software

For PC 4-Channel Recording:

- Pentium 4, 1.5 GHz or higher processor
- 512+ MB RAM
- Microsoft® Windows® 2000 Professional or XP
- PCI Card Slot
- Windows® SoundBlaster compatible, full duplex stereo sound playback support
- 256-color, 800 x 600 video display
- 10GB or more free hard drive capacity
- Parallel Port 1 with DB-25F connector (required)

Required for Optional Hardware:

- COM port for JCG External Courtroom Clock Display
- USB port for compatible foot pedal to control audio playback

NOTE: As with any software, there are minimum hardware and software requirements, which need to be in place prior to installing and using JCG supplied software. While the attached list is minimum specification, it is important to be aware that using additional programs in combination may require a higher specification.

Attachment C

JCG Technical Support Service Contract

As a JCG customer you may purchase a technical support contract. Technical support contracts are annual (1) year agreements.

The JCG Technical Support Service Contract includes:

- Unlimited calls from 5am to 5pm PST, excluding JCG holidays and weekends.
- Electronic logging of issues and questions (email & Web) 24 hours per day.
- On-line access and hardcopies of all released Technical Support memos.
- On-line access to product documentation.
- Software fixes via electronic download; physical media is extra cost.

Pricing

The JCG Technical Support Service Contract is a site-based contract. All JCG supplied software products installed at the site are eligible for technical support. The total number of recording packages installed and registered is used to determine the number of rooms covered under the contract. Contract pricing is as follows.

<u>Number of Recording Systems Installed</u>	<u>Annual Contract Cost</u>
1	\$425

All JCG supplied products must be registered with JCG to be eligible for support.

ARF-561

Consent Agenda Item Item #: 5- G

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Valrie Bejarano, Finance Department

Department: Sheriff's Office

Fiscal Year: FY 2011-2012 Budgeted?: Yes

Contract Dates 6-7-11 to 6-6-12

Begin & End:

Grant?: No

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Maintenance agreement with Digital Imaging for the Kyocera TA-300i Digital MFP Copier located in the Sheriff's Office.

Background Information

On February 7, 2011, the Sheriff's Office purchased a Kyocera TA-300i Digital MFP copier (S/N QZ10X04713) from Digital Imaging for the Jail Booking area. The maintenance agreement will cover full service of this copier.

Evaluation

The maintenance agreement for the Kyocera copier will cover parts, labor and supplies (excluding paper & staples). The agreement will also include the drum, fuser, toner and developer.

The County will be billed monthly in arrears, no minimum, no maximums for the excess copies billed at \$0.014 ea.

Conclusion

The maintenance agreement will be in effect for a period of one year. If not cancelled, the contract will renew automatically for another 12 months.

Recommendation

The Sheriff's Office recommends that the Board of Supervisors approve the agreement with Digital Imaging for maintenance of the Kyocera TA-300i Digital MFP Copier for one year in the amount of \$0.014 for excess copies.

Suggested Motion

Authorization of the Chairman's signature on the Maintenance Agreement between Gila County and Digital Imaging for maintenance of the Sheriff's Office Kyocera TA-300i Digital MFP copier from June 7, 2011, to June 6, 2012, at a cost of \$0.014 per copy for an estimated total of \$250-\$300 per month.

Attachments

Link: [Digital Maintenance Agreement](#)



6890 N Camino Martin, Suite 120
Tucson, Arizona 85741

Phone: 520.797.3671 • Fax: 520.797.3681 • Email: digital-imaging@art.net

Maintenance Agreement

Company Name: Gila County Sheriff (Jail Booking)

Contact: Claudia DalMolin Title: _____

Address: 1100 South Street

City: Globe State: AZ ZipCode: 85501

Phone: 928-402-1880 Ext.: _____ Fax: _____

Make/Model: Kyocera TA-300i S/N: OZJ0X04713

Equipment ID#: 1475 BMR: 0 Date: 02/16/2011

Contract Type:

- Standard Service: Includes Parts & Labor
- Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
- Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

- Annually
- Monthly
- Quarterly

Contract Includes:

- Parts
- Labor
- Drum
- Fuser
- Toner
- Developer

Contract Pricing:

- Copy Allowance 0
- Excess Copies Billed at \$ 0.014 ca.
- Rate \$ 0.00

Comments: Billed monthly in arrears. No minimums, no maximums

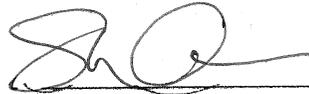
I have read the Agreement and agree to the terms and conditions set forth (see back).

GILA COUNTY:

Michael A. Pastor, Chairman
Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy
Clerk of the Board

 4/29/11
Digital Imaging Systems, LLC Date

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy
County Attorney

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.
2. **OPTIONS.** Standard Service includes all parts and labor services from 8:00 a.m. - 5:00 p.m., Monday through Friday. Full Service includes all parts, labor services from 8:00 a.m. - 5:00 p.m., Monday through Friday, and all supplies excluding paper. Premium Service includes all Full Service plus extended labor services from 7:00 a.m. - 7:00 p.m.
3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of checks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per check will be billed to Customer at the per check rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.
4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.
5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.
 - A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. - 5:00 p.m., Monday through Friday, holidays excepted.
 - B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
 1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems), accident, transportation, electrical power failure, air conditioning or humidity control.
 2. Repairs made necessary by service performed by other than a Digital authorized representative.
 3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
 4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is \$65.00 per hour and the parts will be charged at 15% above cost.
 - C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.
6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.
7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
 - A. Failure of Customer to pay any amount which is due hereunder.
 - B. Discovery by Digital that the machine is not being used in accordance with the intended purpose.
 - C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls.
 - D. Abuse of the equipment by Customer and/or any equipment operators.
 - E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal.
 - F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2.
 - G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgment) and, in addition thereto, all court costs in connection with any legal proceeding.

This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.
8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.
9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.
10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.
11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

ARF-568

Consent Agenda Item Item #: 5- H

Regular BOS Meeting

Date: 06/07/2011

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

State of Arizona Surplus Property Program Eligibility Recertification and Records Update

Background Information

Gila County has participated in the Surplus Property Program for over fifteen years.

Evaluation

Gila County's eligibility to participate expires May 12, 2011.

Conclusion

Participation in the Program aids in helping to purchase items at lower costs than buying brand new. Authorized Signers are authorized to purchase State Surplus property for Gila County.

Recommendation

The Public Works Division Director recommends that Gila County be able to continue to participate in the Program.

Suggested Motion

Approval of the Chairman's signature on the State of Arizona Surplus Property Authorization and Update for Eligibility Recertification & Records Update form and the Nondiscrimination Assurance form for Gila County authorized signers to purchase State surplus property for Gila County.

Attachments

Link: [AZ Surplus Property Recertification Forms](#)

AUTHORIZATION AND UPDATE FOR ELIGIBILITY RECERTIFICATION & RECORDS UPDATE FEDERAL SURPLUS PROPERTY PGM. (Please Type all information)	STATE OF ARIZONA SURPLUS PROPERTY MANAGEMENT OFFICE 1537 W. Jackson Street, Phoenix, AZ 85007 Tel.: (602) 542-5701 Fax: (602)379-4929		(AGENCY USE ONLY) DATE FORM SENT DONEE NO. <i>0231A</i>
	RECORD/CRT UPDATE	PERSON UPDATING RECORDS (AGENCY USE ONLY)	
	PUBLIC AGENCY OR LEGAL ORGANIZATION NAME <i>Gila County</i>	PHONE NO. <i>928-425-3231</i>	FAX NO. <i>928-425-7056</i>
FACILITY ADDRESS <i>1400 E Ash St</i>	CITY/STATE/ZIP CODE <i>Globe, AZ 85501</i>		
MAILING ADDRESS <i>1400 E Ash St, Globe, AZ 85501</i>			
PERSON'S NAME AND EMAIL ADDRESS COMPLETING THIS FORM <i>Shannon Bover, shoyer@co.gila.az.us</i>		TITLE <i>Executive Administrative Assistant</i>	

INSTRUCTIONS: This form is required for recertification, records update and a current list of authorized signers.

1. REQUIREMENT OF THE BOARD RESOLUTION OR WRITTEN AUTHORIZATION:

If a board resolution is not required to designate representatives as authorized signers for government surplus property, then by written authorization, the authorized official with the title of President, Board Chairperson, Mayor, State Agency Director, or a comparable authority an executive head of your organization may designate authorized signers on this form.

The signature of the appropriate authorized official does hereby attest authority given their authorized signers to execute the State Agency Distribution Document Invoice of Terms and Conditions established by this office and The General Services Administration: including the authority to obligate funds for the purchase of government surplus property.

AUTHORIZED OFFICIAL <i>Michael A. Pastor</i>	TITLE <i>Chairman</i>
SIGNATURE	DATE

2. (ALL) AUTHORIZED SIGNERS FOR GOVERNMENT SURPLUS PROPERTY: (PREVIOUSLY LISTED NAMES NOT RELISTED WILL BE DELETED)

NAME	TITLE	SIGNATURE	EMAIL ADDRESS
Steve Stratton	Public Works Director	<i>Steve Stratton</i>	sstratton@co.gila.az.us
Steve Sanders	Pl Deputy Director	<i>Steve Sanders</i>	ssanders@co.gila.az.us
Brent Cline	Roads Shop Manager	<i>Brent Cline</i>	bcline@co.gila.az.us
John Root	Flt Equip Maint Supv	<i>John Root</i>	jroot@co.gila.az.us

I would like to retain our original authorized signers listed in our latest Authorization and Update Form and only add additional authorized signers(s).

New or additional authorized signers exceed the space provided in this form, I have attached an addendum list.

3. REQUEST FOR INFORMATION AND/OR DOCUMENTS:

NO YES A. If information and/or documents are required to accompany this form the "YES" box will be checked. If Yes, refer to the enclosed instruction form.

NO YES B. Does your agency or organization require a purchase order to obtain surplus property?

NO YES C. Has your agency added satellite or group homes, or other educational or health programs since your last update to this office? If "YES" contact the eligibility section. Also, you will be required to submit current license of your added extension facility and provide a complete detail narrative of your facility and added programs.

D. Please list below the names and phone numbers of persons this office may contact for the following:

1. BILLING PROBLEMS <i>Jeremy Thurman 928-402-4218</i>	3. UPDATING INFORMATION <i>Valrie Bejarano 928-402-8612</i>
2. COMPLIANCE VISIT <i>Joe Heatherly 928-402-8743</i>	4. OTHER (DESCRIBE) <i>Steve Stratton 928-402-8501</i>

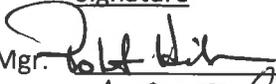
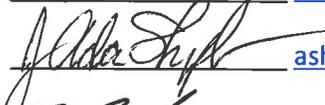
If you would like certain persons within your organization to receive our Surplus Shopper, ADOT Vehicle Sales, and Surplus Public Auctions, please list their name, title and complete facility address:

1. NAME/TITLE/ADDRESS <i>Brent Cline, 1400 E Ash St, Globe, AZ 85501</i>	3. NAME/TITLE/ADDRESS <i>Adam Shepherd, 1400 E Ash St, Globe, AZ 85501</i>
2. NAME/TITLE/ADDRESS <i>John Root, 1400 E Ash St, Globe, AZ 85501</i>	4. NAME/TITLE/ADDRESS <i>Mike Johnson, 1400 E Ash St, Globe, AZ 85501</i>

Forward the completed form to the attention of the Eligibility Section. If you have questions, phone (602) 542-5701.

STATE OF ARIZONA SURPLUS PROPERTY MANAGEMENT OFFICE

ADDITIONAL AUTHORIZED SIGNERS FOR GOVERNMENT SURPLUS PROPERTY FOR GILA COUNTY

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>E-mail Address</u>
Robert Hickman	Facilities Mgr.		rhickman@co.gila.az.us
Adam Shepherd	Under Sheriff		ashepher@co.gila.az.us
Mike Johnson	Lieutenant		mjohnson@co.gila.az.us

PLEASE REMOVE:

John France

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

NONDISCRIMINATION ASSURANCE

LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

<u>Gila County</u> <i>Name of Organization</i>	86-600044
1400 E Ash St, Globe, AZ 85501	<i>Federal Tax ID#</i>
<hr/>	
<i>Mailing Address (P.O. Box #, Street, City & State)</i>	<i>Zip Code</i>
928-425-3231	928-425-7056
<hr/>	
<i>Telephone #</i>	<i>Fax #</i>
Gila	
<u>County</u>	

Agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R. 101-6.2 AND 101-8) issued under the provisions of the Title VI of the Civil Rights Act of 1964, as amended, section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date

(Signature of authorized Official)

ARF-567

Consent Agenda Item Item #: 5- I

Regular BOS Meeting

Date: 06/07/2011

Submitted For: Linda Eastlick, Elections Director Submitted By: Linda Eastlick, Elections Department

Department: Elections Department

Presenter's Name: Linda Eastlick

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Committee

Background Information

ARS 16-821(B) provides if a vacancy exists in the office of Precinct Committeeman, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

Two new individuals have been submitted by the Gila County Republican Committee for appointment to the office of Precinct Committeeman and per statute, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Republican Party has submitted Harold George Burruel and Suecarol Schuler for appointment by the Board of Supervisors.

Recommendation

The Director of Elections recommends the Board of Supervisors approve the appointments as submitted by the Gila County Republican Committee.

Suggested Motion

Approval of the appointment of the following Precinct Committeemen as submitted by the Gila County Republican Committee: Roosevelt Precinct - Harold George Burruel; Payson 3 Precinct - Suecarol Schuler.

Attachments

Link: [Republican PC's May 2011](#)

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Don Ascoli
HC 7, Box 305H
Payson, AZ 85541

1-8-2011

Please be advised that at a duly constituted meeting of Gila County held on ~~1-8-2011~~

HAROLD GEORGE BURMUEL a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 233 COTTONWOOD STREET ROOSEVELT AZ 85545
Address City State Zip

928 467 2812 928 425 2430 928 200 2334
Home Phone Work Phone Cell Phone

PAMELA BURMUEL7@gmail.com
Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT 210B / Roosevelt
CODE Number 210 to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- Resignation of _____
- Death of _____

RESPECTFULLY SUBMITTED, Don Ascoli
Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Harold George Burmuel Date 12-20-10

**GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT**

TO: Don Ascoli
HC 7, Box 305H
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 1-8-11 Date

Sheecarol Schuler a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 1705 W. Point Drive Payson AZ 85541
Address City State Zip

928 478 6790 1002 677 0462
Home Phone Work Phone Cell Phone

SS SCHULER@gmail.com
Fax Email

Was elected a Precinct Committee Person in Gila County, PRECINCT Payson 2355³
CODE Number 2355 to fill a vacancy in the same Precinct because of:

- A legal vacancy has not been filled.
- Resignation of ALAN POSKANZER
- Death of _____

RESPECTFULLY SUBMITTED, Don M. Ascoli Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Sheecarol Schuler Date 2-8-11

Regular BOS Meeting**Date: 06/07/2011**

Submitted For: Mike Pastor, Member, Board of Supervisors
Submitted By: Sherry Grice, Board of Supervisors-District 2
Department: Board of Supervisors-District 2
Presenter's Name:

InformationRequest/Subject

Reappointment of Mark Marcanti and William Long to the IDA of Gila County Board of Directors

Background Information

The Industrial Development Authority of Gila County was created by Gila County Board of Supervisors' Resolution signed on August 7, 1972. Operating procedures: General Powers under the Articles of Incorporation state that business and affairs of the corporation shall be managed by a Board of not less than three (3) nor more than nine (9) directors.

Membership to-date:

Officers and Terms of Appointment:

President, Fred Barcon: 5/8/2007 thru 5/8 2013
Vice President, William Long: 5/18/1998 thru 5/18/2010
Secretary/Treasurer, Mark Marcanti: 1/20/04 thru 1/20/2010
Member, Mitch R. Holder: 5/14/07 thru 5/14/2013
Member, Gerald Kohlbeck: 5/14/2007 thru 5/14/2013
Member, William Byrne: 4/7/09 thru 5/14/2013

Appointing Authority: Gila County Board of Supervisors.

The IDA of Gila County recommended to the Gila County Board of Supervisors to reappoint Mark Marcanti for an additional six-year term retroactive from January 20, 2010, to January 20, 2016, and to reappoint William Long for an additional six-year term retroactive from May 18, 2010, to May 18, 2016, to serve on the Board of Directors for the Industrial Development Authority of Gila County.

On June 15, 2010, the reappointment of Mark Marcanti and William Long was tabled due to the fact that the Gila County Board of Supervisors was in the process of reviewing all Boards, Commissions, and Committees under their jurisdiction.

On February 24, 2011, the Gila County Board of Supervisors reviewed the Industrial Development Authority of Gila County at their workshop.

On April 15, 2011, Fred Barcon submitted a letter to Chairman Mike Pastor requesting the reappointment of Mark Marcanti and William Long to the Industrial Development Authority of Gila County Board of Directors to facilitate the restructuring of the Board as they move forward after the ASARCO settlement.

Evaluation

William Long and Mark Marcanti have contributed many volunteer hours to the Industrial Development Authority of Gila County and both are willing to continue to serve on the IDA of Gila County Board of Directors.

Conclusion

The IDA of Gila County conducted four meetings during 2010 - 2011. William Long and Mark Marcanti served on the IDA Board and voted on many important agenda items at those meetings, including the matter of the ASARCO Settlement. It is imperative that both members be reappointed in order to meet the requirements of IDA Board quorum and also to assist IDA President Fred Barcon in moving forward with plans to restructure the IDA Board.

Recommendation

It is the recommendation of IDA President Fred Barcon to approve the reappointment of William Long and Mark Marcanti to the Industrial Development Authority of Gila County Board of Directors.

Suggested Motion

Approval of the reappointment of Mark Marcanti to the Industrial Development Authority of Gila County for an additional six-year term retroactive from January 20, 2010, to January 20, 2016, and reappointment of William Long to the Industrial Development Authority of Gila County for an additional six-year term retroactive from May 18, 2010, to May 18, 2016.

Attachments

Link: IDA Letter

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF GILA

P.O. Box 127

Claypool, Arizona 85532

Fred Barcon, President
Bill Long, Vice-President
Mark Marcanti, Secretary/Treasurer

William A. Byrne, Member
Mitchell R. Holder, Member
Gerald Kohlbeck, Member



April 15, 2011

Honorable Supervisor Michael Pastor
Chairman, Gila County Board of Supervisors
1400 East Ash
Globe, Arizona 85531

**RE: Gila County Industrial Development Re-appointment of
Mark Marcanti and Bill Long**

Dear Supervisor Pastor:

Please consider this letter as a formal request by the Gila County Industrial Development Authority to reappoint Mark Marcanti, present IDA Treasurer, and Bill Long, present IDA Secretary, for another term on the Board. Their reappointment will facilitate the restructuring of the Board as we move forward after the ASARCO settlement.

Your kind support and their reappointment will be greatly appreciated.

Sincerely,

Fred Barcon
President

ARF-601
Regular BOS Meeting
Date: 06/07/2011

Consent Agenda Item Item #: 5- K

Submitted For: Tommie Martin, Member, Board of Supervisors
Submitted By: Pamela Fisher, Board of Supervisors-District 1
Department: Board of Supervisors-District 1
Presenter's Name:

Information

Request/Subject

Appointment of Cliff Potts and Ray Pugel to the Industrial Development Authority of Gila County Board of Directors.

Background Information

The Industrial Development Authority of Gila County was created by Gila County Board of Supervisors' Resolution signed on August 7, 1972. Operating procedures: General Powers under the Articles of Incorporation state that business and affairs of the corporation shall be managed by a Board of not less than three (3) nor more than nine (9) directors.

Evaluation

Mr. Ray Pugel of Pine, Arizona, has served on this board in the past. Mr. Cliff Potts is a previous Mayor of Payson and both gentlemen are very active in the Northern Rim Country. These appointments would complete Vice-Chairman Martin's appointees to this Board.

Conclusion

Mr. Pugel and Mr. Potts have been contacted and have agreed to serve on the Industrial Development Authority Board of Directors for six (6) year terms.

Recommendation

It is recommended by Supervisor Martin that the Board of Supervisors approve the appointment of Cliff Potts and Ray Pugel to the Industrial Development Authority of Gila County Board of Directors for six-year terms.

Suggested Motion

Approval to appoint Cliff Potts and Ray Pugel to serve on the Industrial Development Authority of Gila County Board of Directors, both for six-year terms of office from June 7, 2011, to June 7, 2017.

ARF-576

Consent Agenda Item Item #: 5- L

Regular BOS Meeting

Date: 06/07/2011

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:

Information

Request/Subject

Pleasant Valley Historical Society Special Event Liquor License Application for July 15-17, 2011

Background Information

This is the third consecutive year that the Pleasant Valley Historical Society has submitted a Special Event Liquor License Application to serve liquor at a fund-raiser team roping event.

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 Pleasant Valley Historical Society will have used 3 days of the allowable 10 days to serve liquor at a special event in 2011.

Recommendation

The Chief Deputy Clerk of the Board of Supervisors recommends that the Board of Supervisors approve this application, which will allow the Pleasant Valley Historical Society to serve liquor at the Pleasant Valley Community Center to raise funds during the Ted Meredith Memorial Roping event to be held on July 15-17, 2011. 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 Pleasant Valley Historical Society to serve liquor at the Ted Meredith Memorial Roping event to be held on July 15-17, 2011.

Attachments

Link: [Pleasant Valley Historical Society Special Event Liquor License Application](#)

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 PLEASANT VALLEY HISTORICAL SOCIETY 100 %
Percentage

Address PO BOX 53 YOUNG, AZ 85554

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)

 # Police Fencing
 x # Security personnel Barriers

THE PLEASANT VALLEY HISTORICAL SOCIETY WILL HAVE TWO SECURITY PERSONNEL ONSITE IN ADDITION TO ROPED/FENCED AREA UNDER THE TENT TO DEFINE THE PREMISES.

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

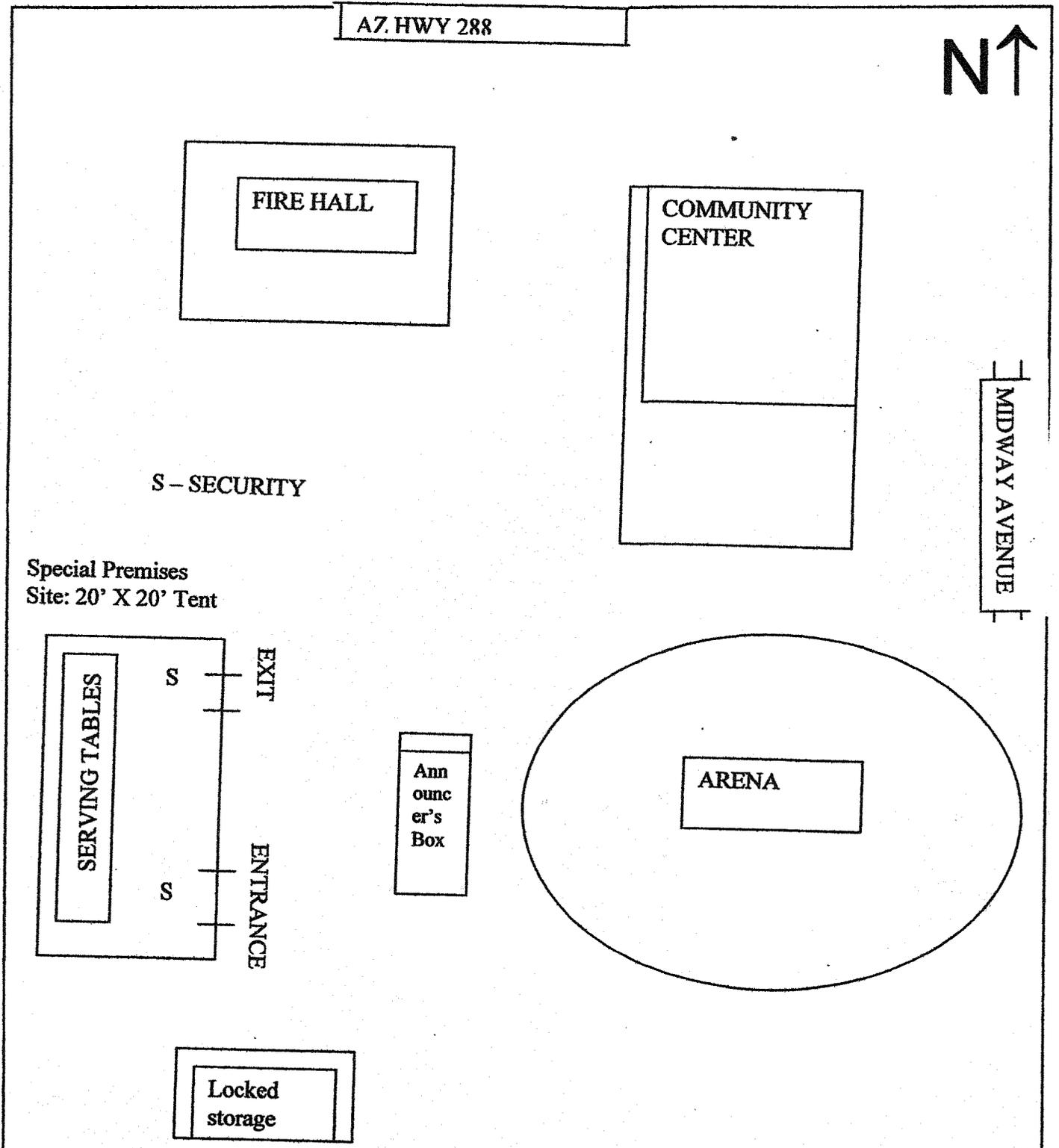
(ATTACH COPY OF AGREEMENT)

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)

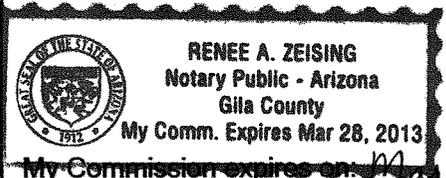
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

18. I, LAVERNE CLINE 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.

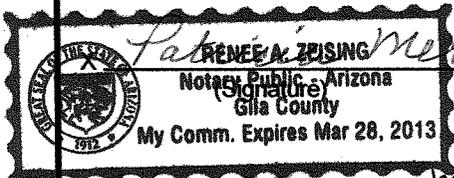
X Laverne Cline TREASURER 05/01/2011 (928) 462-3064
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Gila
The foregoing instrument was acknowledged before me this
2nd Day May, 2011
Month Year
Renee A. Zeising
(Signature of NOTARY PUBLIC)
My Commission expires on: March 28, 2013
(Date)

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

19. I, PATRICIA MEREDITH 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.



State of Arizona County of Gila
The foregoing instrument was acknowledged before me this
2nd Day May, 2011
Month Year
Renee A. Zeising
(Signature of NOTARY PUBLIC)
My commission expires on: March 28, 2013
(Date)

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)

ARF-555

Item #: 5- M

Regular BOS Meeting

Date: 06/07/2011

Reporting Period: Payson Constable Monthly Report for April 2011

Submitted For: Colt White, Payson Regional Constable **Submitted By:** Cheryle Wood, Constable - Payson

Information

Subject

Payson Constable Monthly Report for April 2011

Suggested Motion

Approval of the April 2011 monthly departmental activity report submitted by the Payson Regional Constable

Attachments

Link: [Payson Constable Report for 04/11](#)



**PAYSON REGIONAL CONSTABLE
COLT WHITE**

**APRIL 2011
MONTHLY REPORT**

TABLE OF CONTENTS

MONTHLY ACTIVITY SHEET

MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT



**PAYSON REGIONAL CONSTABLE
COLT WHITE**

May 3, 2011

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S MONTHLY ACTIVITY SHEET

For the month of **April, 2011**, the Payson Constable's Office:

- ◆ Received a total of 132 papers for service
- ◆ Drove a total of 1,657 miles
- ◆ Collected a total of **\$2,784.76** as follows:

Check Total =	\$2,524.80
Cash Total =	<u>370.96</u>
Total Deposited =	\$2,784.76
Less Writ Fee (7 @ \$5.00/each) Collected= (Check #2258/Treasurer's Receipt #98306)	<u>(\$ 35.00)</u>
Less service fee refund (Mendoza) (Check #2256 - 4/4/11)	<u>(\$ 74.00)</u>
Paid to General Fund = (Check #2259/Treasurer's Receipt #98308)	\$2,675.76
 Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable =	 <u>\$ 875.00</u>
 Grand Total Paid to General Fund =	 <u>\$3,550.76</u>

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

2010-2011 CONSTABLE OFFICE STATISTICS COMPARISONS
MONTHLY TOTALS

2010 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	2011 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED
JANUARY	192	1,776	\$2,696.80	JANUARY	195	1,885	\$3,337.42
FEBRUARY	211	1,790	\$4,248.40	FEBRUARY	181	1,519	\$3,088.40
MARCH	212	1,800	\$3,783.20	MARCH	218	2,000	\$5,122.25
APRIL	230	2,098	\$3,019.60	APRIL	132	1,657	\$2,784.76
COMPARISON TOTAL	845	7,464	\$12,748.00	COMPARISON TOTAL	594	7,061	\$14,332.83
				Difference	-251	-403	+1,584.83
MAY	209	1,921	\$3,523.15	MAY			
JUNE	272	2,112	\$4,141.62	JUNE			
JULY	228	1,574	\$3,866.70	JULY			
AUGUST	176	1,938	\$3,062.90	AUGUST			
SEPTEMBER	150	2,010	\$2,702.60	SEPTEMBER			
OCTOBER	207	2,367	\$2,507.40	OCTOBER			
NOVEMBER	182	1,867	\$3,554.60	NOVEMBER			
DECEMBER	206	2,258	\$2,770.85	DECEMBER			
YEAR TOTAL:	2,475	23,600	\$39,877.82	YEAR TOTAL:	594	7,061	\$14,332.83

Note: Fees Collected column amounts do not include the \$875.00 per month received from the Town of Payson per contract.

CHECK AND CASH RECEIVED FOR MONTH				APRIL	2011
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
04/01/2011	#748250	\$40.00	2011CV228-HA	McKenzie, Jamie	Pfeil, Christopher
04/01/2011	#1631/748251	\$77.00	2011CV140-FD	Douglas Herbster (Prest Realty)	Meehan, Vince & Denise
04/04/2011	#748252	\$40.00	2010CV724-SC	Wilcox, Wesley adv Payson Automotive Supply	Smith, Jessie Lincoln
04/04/2011	#11259	\$74.00	CV11-2224	Sproul, Krista Michelle (AZ Quick Serve)	Sproul, Curtis Scott
04/04/2011	#5540	\$74.00	FN2011-000110	Phillips, Thomas R. (Judy Miller)	Taylor, Kristina Marie
04/05/2011	#4067/748253	\$46.00	2011CV236-FD	Johnson, Kerwin & Sharon	Schatz, Daryle
04/05/2011	#1482	\$125.00	2009CV867-OV	Central Arizona Pump, LLC (Felicia & Brandon Moore)	Gressley, Forrest
04/05/2011	#1296-3/16/11	\$28.00	CV2011-00104	Bennu Properties, LLC v. Cleve Van Dyke Fritz, et al (Clemmons-Total Engineering)	Fritz, Cara Marie
04/05/2011	#1296-3/30/11	\$60.00	CV2011-00104	Bennu Properties, LLC v. Cleve Van Dyke Fritz, et al (Clemmons-Total Engineering)	Fritz, Cara Marie
04/05/2011	#2218901715-3/23/11	\$23.00	2011CV165-UN	Capital One Bank (USA) NA (Lawgistic-133480)	Webber, Michael J.
04/05/2011	#2218901715-3/15/11	\$64.00	2011CV127-OV	GE Money Bank (Lawgistic-127064)	Benzel, Marilyn & Lawrence
04/05/2011	#2218901715-3/15/11	\$65.80	2011CV126-OV	Capital One Bank (USA) NA (Lawgistic-127018)	McIntyre, Lawrence & "Tasha"
04/05/2011	#2218901715-3/15/11	\$69.00	2010CV556-OV	Capital One Bank (USA), NA v. O'Donnel, Debra & Royce (Lawgistic-117510)	JPMorgan Chase Bank, garnishee
04/05/2011	#2218901715-2/22/11	\$8.00	CV2011-00054	GMAC, Inc. (Lawgistic-122431)	Morgan, Deniese R.
04/06/2011	#14710	\$204.40	DO201100651	Piel-Boaz, Teresa Anne (Sherrill)	Boaz, Richmond Allen
04/07/2011	#1006/748254	\$74.00	DO2011-00148	Vario, Lori	Vario, Joseph
04/08/2011	#748255	\$46.00	2011CV239-FD	Kutz, Richard	Hayes, Pamela
04/08/2011	#31410	\$46.00	2011CV240-FD	Sherwood Forest MHP (Williams, Zinman)	The Estate of Shirley Gray & "Jane/John Does I-X"
04/08/2011	#31416-3/17/11	\$46.00	2011CV178-FD	Sherwood Forest MHP (Williams, Zinman)	Acheson, Curtis & "Jane/John Does I-X"
04/12/2011	#1183	\$60.00	2011CV243-HA	Dennis, Reese V.	LaMagna, Julie
04/12/2011	#1183	\$24.00	2011CV244-HA	Dennis, Reese V.	Stephens, Ray
04/13/2011	#4276	\$77.00	2011CV199-FD	Cedar Grove MHP (Comstock, Melvin)	Selig, Carole
04/13/2011	#748256	\$40.00	2011CV251-SC	Oakley, Kelsey	Belen, Rachel
04/15/2011	#70473	\$64.00	2011CV260-UN	P.R.M.C. (JLJ)	Still, Macintosh & "J. Doe"
4/15/11	#70476	\$69.00	2007CV932-UN	P.R.M.C. v. Cory L. Clark (JLJ)	Accountable Enterprises, LLC, garnishee c/o Michelle Hale
04/15/2011	#748257	\$40.00	2011CV256-HA	DiBernardo, Sarah	Vela, Jasmine
04/18/2011	#716/748258	\$60.00	2011CV263-HA	Luna, Patrick	Littler, Lee
04/18/2011	#2973	\$40.00	Notice to Vacate	Federal Home Loan Mortgage Corp (AAA Landlord)	Wilcox, Wesley F. & Pamela & all other occupants
04/20/2011	#719/748259	\$7.20	2011CV263-HA	Luna, Patrick	Littler, Lee
04/20/2011	#2220689884-3/21/11	\$40.00	2011CV186-HA	Young, Kim	Williamson, Jesse C.
04/20/2011	#8423/748260	\$40.00	5 Day Rental Notice	Prest Realty	Rogers, James & Orr, Brenda
04/21/2011	#69253	\$40.00	2010CV809-OV	P.R.M.C. (JLJ)	Martin, Rosemary & "John Doe"
04/22/2011	#327988	\$67.20	CV2011-003	Reierson, Laura S.	Vlastelica, Peter

04/22/2011	#104021	\$40.00	CV2011-003359	JPMorgan Chase Bank, N.A. (DL Invest)	Haight, Deborah S.
04/25/2011	#748261	\$164.96	2009CV867-OV	Central Arizona Pump, LLC (Felicia & Brandon Moore)	Gressley, Forrest
04/25/2011	#71312-3/25/11	\$24.00	2011CV210-UN	P.R.M.C. (JLL)	King, "Jane Doe" (Peter)
04/25/2011	#71311-3/25/11	\$24.00	2011CV211-UN	P.R.M.C. (JLL)	Leffew, Sammie Houston
04/25/2011	#71310-3/25/11	\$24.00	2011CV212-UN	P.R.M.C. (JLL)	Christopherson, "Jane Doe" (Charles)
04/25/2011	#71309-3/23/11	\$24.00	2011CV170-OV	P.R.M.C. (JLL)	Waananen, "Jane Doe" (James)
04/25/2011	#71308-3/25/11	\$24.00	2011CV213-OV	P.R.M.C. (JLL)	Diego, Juan J.
04/25/2011	#70539-2/1/11	\$4.00	2010CV1000-UN	P.R.M.C. (JLL)	Hudon, Jessica J.
04/25/2011	#70539-3/3/11	\$29.00	2010CV819-UN	P.R.M.C. v. Christenson, Samuel D. (JLL)	JPMorgan Chase Bank, garnishee
04/25/2011	#70539-3/7/11	\$20.00	2011CV146-UN	P.R.M.C. (JLL)	Waters, Kathryn L.
04/25/2011	#70539-3/7/11	\$24.00	2011CV146-UN	P.R.M.C. (JLL)	Waters, Bradley T.
04/25/2011	#70539-3/15/11	\$56.00	CV2011-0024-RB	P.R.M.C. (JLL)	Nichols, Geraldine
04/25/2011	#70539-3/15/11	\$24.00	CV2011-0024-RB	P.R.M.C. (JLL)	Nichols, Wayne
04/25/2011	#70539-3/23/11	\$24.00	2011CV174-UN	P.R.M.C. (JLL)	Pantenburg, Amy
04/25/2011	#70539-3/23/11	\$24.00	2011CV168-UN	P.R.M.C. (JLL)	Buckpitt, Charles
04/25/2011	#70539-3/23/11	\$24.00	2011CV169-UN	P.R.M.C. (JLL)	Salmon, Lisa
04/25/2011	#70539-3/23/11	\$24.00	2011CV173-UN	P.R.M.C. (JLL)	Shields, "Jane Doe" (Tony)
04/25/2011	#70539-3/7/11	\$24.00	2011CV145-OV	Discover Bank (JLL)	Steinke, "Jane Doe" (Randy)
04/25/2011	#70539-3/22/11	\$29.00	2010CV885-UN	LVNV Funding, LLC v. LaManna, Joshua (JLL)	Town of Payson, garnishee
04/25/2011	#70539-3/21/11	\$24.00	CV2011-00093	Portfolio Recovery Associates, LLC	Skaggs, "Jane Doe" (Floyd)
04/26/2011	#1412/748262	\$46.00	2011CV271-FD	Halgren, Meme (Prest Realty)	Boldt, Heather & Breen, Morgan & all occupants
04/27/2011	#11322	\$40.00	CV201100068	Cantu, Jose, et al v Calkins, Charles, et al (AZ Quick Serve)	Payson Regional Bone and Joint
04/27/2011	#11322	\$24.00	CV201100068	Cantu, Jose, et al v Calkins, Charles, et al (AZ Quick Serve)	Calkins, MD, Charles
04/29/2011	#1020/748263	\$40.00	2011CV273-HA	Silva, Rita	Robey, Ken
04/29/2011	#24691	\$101.20	FC2011-002697	West, Kimberly Sue (Integrity Attorney Services, Inc)	Hakimian, Oscar
	Total Deposit for April 2011	\$2,784.76			
	5/2/11-Constable ck#2258-Writ Fees Collected	-\$35.00			
	4/4/11-Refund fee Mendoza non-service, Constable ck#2256	-\$74.00			
	Adjusted Service Fees Collected for April 2011; 5/2/11-Constable ck#2259	\$2,675.76			

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844



Date: 5/2/2011

Page: 1

**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

4/1/2011 TO 4/30/2011

Number of Cases	Description
1	5 Day Notice To Pay Rent Or Quit (Fee)
1	5 Day Notice To Vacate (Fee)
2	Alias Civil Summons; Complaint (Fee)
1	Complaint/Summons/Answer (Fee)
1	Injunction Against Harassment (Fee Waived By Ct) (Fee)
7	Injunction Against Harassment (Fee)
4	Petition For Dissolution Of Marriage w/o Minor Children (Divorce) (Fee)
1	Petition For Dissolution Of Marriage-w/Minor Children (Divorce) (Fee)
1	Subpoena (Fee)
26	Summons & Complaint (Fee)
5	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
4	Summons & Complaint-Forcible Detainer (Fee)
1	Writ Of Execution (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
3	Writ Of Garnishment (Non-Earnings) & Summons (Fee)

Date: 5/2/2011

Page: 2

**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

4/1/2011 TO 4/30/2011

Number of Cases	Description
2	Writ Of Restitution (Fee)
1	Hearing Order
8	Notice To Appear; Petition
15	Order Of Protection
4	Order To Show Cause
27	Subpoena
1	Subpoena Trial Reset
15	Summons
<hr/>	
Total Number of Fee Services	61
Total Number of Non Fee Services	71
Total Number of Services	132

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844



ITEMIZED SERVICES by DATE RECEIVED for TREASURER
4/1/2011 TO 4/30/2011

Date: 5/2/2011
Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/1/2011	4/1/2011	2011CV228-HA Injunction Against Harassment	Jamie A. McKenzie Christopher R. Pfeil	Christopher R. Pfeil 714 W. Bridle Path Lane Payson, AZ 85541	Christopher R. Pfeil 714 W. Bridle Path Lane Payson, AZ 85541	\$40.00 \$40.00	748250	Payson Regional Justice Court	0 2
4/1/2011	4/4/2011	2011CV140-FD Writ Of Restitution	Prest Realty, for Douglas Herbster Vince Meehan & Denise Meehan	Vince Meehan & Denise Meehan 806 N. McLane Road Payson, AZ 85541	Vince Meehan 806 N. McLane Payson, AZ 85541	\$77.00 \$77.00	1631/748251	Payson Regional Justice Court	0 2
4/4/2011	4/6/2011	2010CV724-SC Subpoena	Payson Automotive Supply & Equipment, Inc. dba Carquest Auto Parts Wesley Fred Wilcox	Jessie Lincoln Smith Mountain Air Auto 408 E. Cherry Street Payson, AZ 85541	Jessie Lincoln Smith Mountain Air Auto 408 E. Cherry Street Payson, AZ 85541	\$40.00 \$40.00	748252	Payson Regional Justice Court	0 1
4/4/2011	4/4/2011	2011CV233-HA Injunction Against Harassment (Fee Waived By Ct)	Christopher Allan Nickerson Don LeRoy Miller	Don LeRoy Miller 310 West Saddle Lane Payson, AZ 85541	Don LeRoy Miller 310 West Saddle Lane Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
4/4/2011	4/11/2011	CV11-2224 Petition For Dissolution Of Marriage w/o Minor Children (Divorce)	Krista Michelle Sproul Curtis Scott Sproul	Curtis Scott Sproul Rainbow Apartments 308 S. Clark, #5 Payson, AZ 85541	Curtis Scott Sproul Rainbow Apartments 308 S. Clark, #5 Payson, AZ 85541	\$74.00 \$74.00	11259	District Court-1st Judicial District-Kootenai County, Idaho	0 1
4/4/2011	4/12/2011	2011CV205-UN Summons & Complaint	Capital One Bank (USA), N.A. Robert D. Lilly & "J. Doe" Lilly	Robert D. Lilly 499 W. Packard Drive Tonto Basin, AZ 85553	Unserved	\$96.00 \$0.00		Payson Regional Justice Court	0 2
4/4/2011	4/12/2011	2011CV205-UN Summons & Complaint	Capital One Bank (USA), N.A. Robert D. Lilly & "J. Doe" Lilly	"J. Doe" Lilly 499 W. Packard Drive Tonto Basin, AZ 85553	Unserved	\$24.00 \$0.00		Payson Regional Justice Court	0 2
4/4/2011	4/11/2011	2011CV203-OV Summons & Complaint	Capital One Bank (USA), N.A. Tracy L. daCosta & "J. Doe" daCosta	Tracy daCosta 3725 N. Ellison Drive Pine, AZ 85544	Tracy daCosta Stodghill Trucking Co. 3423 Whispering Pines Road Pine, AZ 85544	\$60.00 \$0.00		Payson Regional Justice Court	0 1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 2

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/4/2011	4/11/2011	2011CV203-OV Summons & Complaint	Capital One Bank (USA), N.A.	Bret Allan daCosta	Bret Allan daCosta	\$60.00		Payson Regional Justice Court	0
			Tracy L. daCosta & "J. Doe" daCosta	3725 N. Ellison Drive Pine, AZ 85541	Pine Post Office Highway 87 Pine, AZ 85541	\$0.00			2
4/4/2011	4/11/2011	2011CV204-OV Summons & Complaint	Capital One Bank (USA), N.A.	Frank Arballo	Unserved	\$40.00		Payson Regional Justice Court	0
			Frank Arballo & "J. Doe" Arballo	2807 W. Palmer Drive Payson, AZ 85541		\$0.00			5
4/4/2011	4/11/2011	2011CV204-OV Summons & Complaint	Capital One Bank (USA), N.A.	"J. Doe" Arballo	Unserved	\$24.00		Payson Regional Justice Court	0
			Frank Arballo & "J. Doe" Arballo	2807 W. Palmer Drive Payson, AZ 85541		\$0.00			5
4/4/2011	4/8/2011	FN2011-000110 Petition For Dissolution Of Marriage w/o Minor Children (Divorce)	Thomas R. Phillips	Kristina Marie Taylor	Kristina Marie Taylor	\$74.00	5540	Maricopa County Superior Court	0
			Kristina Marie Taylor	110 W. Roundup Road Payson, AZ 85541	110 W. Roundup Road Payson, AZ 85541	\$74.00			1
4/5/2011	4/12/2011	2009CV867-OV Writ Of Execution	Central Arizona Pump, LLC	Forrest Dayl Gressley	Forrest Dayl Gressley	\$289.96	1482	Payson Regional Justice Court	0
			Forrest Dayl Gressley	753 E. Del Shi Ranch Tonto Basin, AZ 85553	753 E. Del Shi Ranch Tonto Basin, AZ 85553	\$289.96			2
4/5/2011	4/6/2011	2011CV236-FD Summons & Complaint-Forcible Detainer	Kerwin Johnson & Sharon Johnson	Daryle Ervine Schatz	Posted-front door	\$46.00	4067/748253	Payson Regional Justice Court	0
			Daryle Ervine Schatz	905 N. Beeline Highway, #42 Payson, AZ 85541	905 N. Beeline Highway, #42 Payson, AZ 85541	\$46.00			1
4/6/2011	4/7/2011	DO201100651 Petition For Dissolution Of Marriage w/o Minor Children (Divorce)	Teresa Anne Piel-Boaz	Richmond Allen Boaz	Richmond Allen Boaz	\$204.40	14710	Pinal County Superior Court	0
			Richmond Allen Boaz	311 Seely Road Young, AZ 85554	311 Seely Road Young, AZ 85554	\$204.40			1
4/7/2011	4/8/2011	DO2011-00148 Petition For Dissolution Of Marriage w/o Minor Children (Divorce)	Lori Ann Vario	Joseph Aldo Vario	Joseph Aldo Vario	\$74.00	1006/748254	Gila County Superior Court	0
			Joseph Aldo Vario	1000 W. Rocky Road Payson, AZ 85541	Miracle Ear Hearing Center 1107 S. Beeline Highway Payson, AZ 85541	\$74.00			1
4/7/2011	4/8/2011	2010CV482-OV Writ Of Garnishment (Non-Earnings) & Summons	Capital One Bank (USA), N.A.	JPMorgan Chase Bank, N.A., Garnishee	JPMorgan Chase Bank, N.A., c/o Antonette Gay, Assistant Manager	\$69.00		Payson Regional Justice Court	0
			Cynthia K. Brodzinski	201 S. Beeline Highway Payson, AZ 85541	201 S. Beeline Highway Payson, AZ 85541	\$0.00			1
4/7/2011	4/8/2011	2009CV730-OV Writ Of Garnishment (Non-Earnings) & Summons	Capital One Bank (USA), N.A.	Arizona State Credit Union garnishee	Arizona State Credit Union, garnishee, c/o Patty Steely, Branch Manager	\$69.00		Payson Regional Justice Court	0
			Kimberly A. Blazer & Douglas R. Blazer	104 E. Highway 260 Payson, AZ 85541	104 E. Highway 260 Payson, AZ 85541	\$0.00			1
4/8/2011	4/11/2011	2011CV239-FD Summons & Complaint-Forcible Detainer	Richard S. Kutz	Pamela Jean Hayes	Pamela Jean Hayes	\$46.00	748255	Payson Regional Justice Court	0
			Pamela Jean Hayes	301 W. Cherry Street, #5 Payson, AZ 85541	301 W. Cherry Street, #5 Payson, AZ 85541	\$46.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 3

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/8/2011	4/11/2011	2011CV240-FD	Sherwood Forest Mobile Home Park dba Sherwood Forest Mobile Home Park	The Estate of Shirley Gray & "John and Jane Does I-X"	Cindy Smith	\$46.00	31410	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	The Estate of Shirley Gray & "John and Jane Does I-X"	705 E. Miller Road, #24 Payson, AZ 85541	705 E. Miller Road, #24 Payson, AZ 85541	\$46.00			1
4/8/2011	4/14/2011	2011CV223-OV	Capital One Bank (USA), N.A.	Allen B. Okander	Allen B. Okander	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Allen B. Okander & "J. Doe" Okander	1304 N. Beeline Highway, #59 Payson, AZ 85541	1304 N. Beeline Highway, #59 Payson, AZ 85541	\$0.00			3
4/8/2011	4/14/2011	2011CV233-OV	Capital One Bank (USA), N.A.	"Jane Doe" Okander	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Allen B. Okander & "J. Doe" Okander	1304 N. Beeline Highway, #59 Payson, AZ 85541		\$0.00			3
4/8/2011	4/12/2011	2011CV225-OV	Security Credit Services, LLC	Peter. Beesley	Unserved	\$64.80		Payson Regional Justice Court	0
		Summons & Complaint	Peter Beesley & "J. Doe" Beesley	875 N. University Drive Kohl's Ranch, AZ 85541		\$0.00			1
4/8/2011	4/13/2011	2011CV225-OV	Security Credit Services, LLC	"J. Doe" Beesley	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Peter Beesley & "J. Doe" Beesley	875 N. University Drive Kohl's Ranch, AZ 85541		\$0.00			1
4/8/2011	4/12/2011	2011CV224-OV	Capital One Bank (USA), N.A.	Jimmy Don Ashing	Jimmy Don Ashing	\$60.00		Payson Regional Justice Court	0
		Summons & Complaint	Jimmy D. Ashing & "J. Doe" Ashing	177 E. Andrew Drive Tonto Creek Shores, AZ 85541	177 E. Andrew Drive Tonto Creek Shores, AZ 85541	\$0.00			1
4/8/2011	4/12/2011	2011CV224-OV	Capital One Bank (USA), N.A.	Santuana Ashing	Jimmy Don Ashing	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Jimmy D. Ashing & "J. Doe" Ashing	177 E. Andrew Drive Tonto Creek Shores, AZ 85541	177 E. Andrew Drive Tonto Creek Shores, AZ 85541	\$0.00			1
4/12/2011	4/12/2011	2011CV243-HA	Reese V. Dennis	Julie LaMagna	Julie LaMagna	\$60.00	1183	Payson Regional Justice Court	0
		Injunction Against Harassment	Julie LaMagna	3810 N. Highway 87 Pine, AZ 85544	3467 Harps Way Pine, AZ 85544	\$60.00			1
4/12/2011	4/12/2011	2011CV244-HA	Reese V. Dennis	Ray Stephens	Ray Stephens	\$24.00	1183	Payson Regional Justice Court	0
		Injunction Against Harassment	Ray Stephens	3810 N. Highway 87 Pine, AZ 85544	3467 Harps Way Pine, AZ 85544	\$24.00			1
4/13/2011	4/18/2011	2011CV199-FD	Cedar Grove MHP, LLC	Carole Ann Selig	Posted-front door	\$77.00	4276	Payson Regional Justice Court	0
		Writ Of Restitution	Carole Ann Selig	703 E. Frontier Street, #15 Payson, AZ 85541	703 E. Frontier Street, #15 Payson, AZ 85541	\$77.00			1
4/13/2011	4/14/2011	2011CV251-SC	Kelsey Oakley	Rachel Belen	Rachel Belen	\$40.00	748256	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Rachel Belen	Ayothaya Thai Cafe 404 E. Highway 260 Payson, AZ 85541	Ayothaya Thai Cafe 404 E. Highway 260 Payson, AZ 85541	\$40.00			1
4/15/2011	4/17/2011	2011CV256-HA	Sarah DiBernardo	Jasmine Chun-Hsien Vela	Jasmine Chun-Hsien Vela	\$40.00		Payson Regional Justice Court	0
		Injunction Against Harassment	Jasmine Chun-Hsien Vela	107 W. Sherwood Drive Payson, AZ 85541	107 W. Sherwood Drive Payson, AZ 85541	\$0.00			2

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 4

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/15/2011	4/22/2011	CV2010-082360	GMAC, Inc.	Troy M. Stokes	Troy M. Stokes	\$40.00		Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Troy M. Stokes & "J. Doe" Stokes	901 W. Sherwood Drive, #S115 Payson, AZ 85541	901 W. Sherwood Drive, #S115 Payson, AZ 85541	\$0.00			1
4/15/2011	4/22/2011	CV2010-082360	GMAC, Inc.	Christine Stokes	Troy M. Stokes	\$24.00		Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Troy M. Stokes & "J. Doe" Stokes	901 W. Sherwood Drive, #S115 Payson, AZ 85541	901 W. Sherwood Drive, #S115 Payson, AZ 85541	\$0.00			1
4/15/2011	4/25/2011	2011CV230-OV	Discover Bank	Gary E. Harkins	Gary E. Harkins	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Gary E. Harkins & "J. Doe" Harkins	405 W. Rim View Road Payson, AZ 85541	405 W. Rim View Road Payson, AZ 85541	\$0.00			1
4/15/2011	4/25/2011	2011CV230-OV	Discover Bank	"J. Doe" Harkins	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Gary E. Harkins & "J. Doe" Harkins	405 W. Rim View Road Payson, AZ 85541		\$0.00			1
4/15/2011	4/22/2011	2011CV260-UN	Payson Regional Medical Center	Macintosh Still	Macintosh Still	\$40.00	70473	Payson Regional Justice Court	0
		Summons & Complaint	Macintosh Still & "Jane/John Doe" Still	105 E. Main Street, #224 Payson, AZ 85541	McDonald's Restaurant Parking Lot 107 E Highway 260 Payson, AZ 85541	\$40.00			4
4/15/2011	4/22/2011	2011CV260-UN	Payson Regional Medical Center	"Jane Doe" Still	Unserved	\$24.00	70473	Payson Regional Justice Court	0
		Summons & Complaint	Macintosh Still & "Jane/John Doe" Still	105 E. Main Street #224 Payson, AZ 85541		\$24.00			4
4/15/2011	4/25/2011	2011CV259-UN	Payson Regional Medical Center	Brandi Lynne Morris	Brandi Lynne Morris	\$96.00		Payson Regional Justice Court	0
		Summons & Complaint	Brandi Morris & "Jane/John Doe" Morris	1224 Greenback Valley Road Tonto Basin, AZ 85553	153 Elm St Tonto Basin, AZ 85553	\$0.00			1
4/15/2011	4/25/2011	2011CV259-UN	Payson Regional Medical Center	"John Doe" Morris	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Brandi Morris & "Jane/John Doe" Morris	1224 Greenback Valley Road Tonto Basin, AZ 85553		\$0.00			1
4/15/2011	4/22/2011	2007CV932-UN	Payson Regional Medical Center	Accountable Enterprises, LLC, garnishee c/o Michelle Hale	Accountable Enterprises, LLC, garnishee c/o Michelle Hale	\$69.00	70476	Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Cory L. Clark	904 S. Beeline Highway Payson, AZ 85541	904 S. Beeline Highway Payson, AZ 85541	\$69.00			0
4/18/2011	4/18/2011	2011CV263-HA	Patrick Luna	Lee Edward Littler	Lee Edward Littler	\$67.20	716/748258	Payson Regional Justice Court	0
		Injunction Against Harassment	Lee Edward Littler	8748 W. Antelope Drive Strawberry, AZ 85544	8748 W. Antelope Drive Strawberry, AZ 85544	\$67.20			1
4/18/2011	4/22/2011	5 Day Notice To Vacate	Federal Home Loan Mortgage Corporation	Wesley F. Wilcox & Pamela Wilcox & all other occupants	Vicky Wamsley	\$40.00	2973	N/A	0
		5 Day Notice To Vacate	Wesley F. Wilcox & Pamela Wilcox & all other occupants	2503 W. Graff Drive Payson, AZ 85541	2503 W Graff Drive Payson, AZ 85541	\$40.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 5

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/20/2011	4/22/2011	5 Day Rental Notice	Prest Realty	James Rogers & Brenda Orr	Brenda Orr	\$40.00	8423/748260	N/A	0
		5 Day Notice To Pay Rent Or Quit	James Rogers & Brenda Orr	404 W. Bridle Path Lane Payson, AZ 85541	WalMart 300 N. Beeline Highway Payson, AZ 85541	\$40.00			2
4/21/2011		2010CV809-OV	Payson Regional Medical Center	Rosemary Martin		\$96.61	69253	Payson Regional Justice Court	0
		Alias Civil Summons; Complaint	Rosemary Martin & "John Doe" Martin	Punkin Center Lodge, Unit #1 249 N. Highway 188 Tonto Basin, AZ 85553		\$40.00			0
4/21/2011		2010CV809-OV	Payson Regional Medical Center	"John Doe" Martin		\$24.61		Payson Regional Justice Court	0
		Alias Civil Summons; Complaint	Rosemary Martin	Punkin Center Lodge 249 N. Highway 188, Unit #1 Tonto Basin, AZ 85553		\$0.00			0
4/22/2011	4/24/2011	CV2011-003	Laura S. Reierson	Peter Paul Vlastelica	Peter Paul Vlastelica	\$67.20	327988	Yavapai County-Clarkdale Magistrate Court	0
		Injunction Against Harassment	Peter Paul Vlastelica	8779 W. Lufkin Drive Strawberry, AZ 85544	8779 W. Lufkin Drive Strawberry, AZ 85544	\$67.20			1
4/22/2011	4/27/2011	CV2011-003359	JPMorgan Chase Bank, N.A.	Deborah Sue Haught	Deborah Sue Haught	\$40.00	104021	Maricopa County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Daniel D. Haught & Deborah S. Haught	77 E. Arena Drive Star Valley, AZ 85541	77 E. Arena Drive Star Valley, AZ 85541	\$40.00			1
4/22/2011	4/28/2011	2011CV252-UN	Capital One Bank (USA), N.A.	Bradley J. Webb	Bradley J. Webb	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Bradley J. Webb & "J. Doe" Webb	102 N. Spring Road Payson, AZ 85541	902 N Beeline Highway Payson, AZ 85541	\$0.00			2
4/22/2011	4/28/2011	2011CV252-UN	Capital One Bank (USA), N.A.	"Jane Doe" Webb	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Bradley J. Webb & "J. Doe" Webb	102 N. Spring Road Payson, AZ 85541		\$0.00			2
4/22/2011	4/27/2011	2011CV253-UN	Capital One Bank (USA), N.A.	Ryan Calvin Cheatham	Ryan Calvin Cheatham	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Ryan C. Cheatham & "J. Doe" Cheatham	845 W. Payson Parkway Payson, AZ 85541	218 N Stage Coach Pass Payson, AZ 85541	\$0.00			4
4/22/2011	4/27/2011	2011CV253-UN	Capital One Bank (USA), N.A.	"J. Doe" Cheatham	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Ryan C. Cheatham & "J. Doe" Cheatham	845 W. Payson Parkway Payson, AZ 85541		\$0.00			4
4/22/2011		2011CV249-UN	Capital One Bank (USA), N.A.	Eric Anthony Dory		\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Eric A. Dory & "J. Doe" Dory	1200 E. Cedar Lane Payson, AZ 85541		\$0.00			0
4/22/2011		2011CV249-UN	Capital One Bank (USA), N.A.	"J. Doe" Dory		\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Eric A. Dory & "J. Doe" Dory	1200 E. Cedar Lane Payson, AZ 85541		\$0.00			0
4/22/2011	4/27/2011	2011CV248-UN	Capital One Bank (USA), N.A.	Melanie Jo Reger	Melanie Jo Reger	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Melanie J. Reger & "J. Doe" Reger	806 S. Pinecone Street Payson, AZ 85541	806 S. Pinecone Street Payson, AZ 85541	\$0.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 6

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/22/2011	4/27/2011	2011CV248-UN Summons & Complaint	Capital One Bank (USA), N.A. Melanie J. Reger & "J. Doe" Reger	"J. Doe" Reger 806 S. Pinecone Street Payson, AZ 85541	Unserved	\$24.00 \$0.00		Payson Regional Justice Court	0 1
4/26/2011	4/28/2011	2011CV271-FD Summons & Complaint-Forcible Detainer	Prest Realty, for Meme Halgren Heather Boldt & Morgan Breen, & all occupants	Heather Boldt & Morgan Breen, & all occupants 301 N. Beeline Highway, #6 Payson, AZ 85541	Morgan Breen 814 N Beeline Highway, #7 Payson, AZ 85541	\$46.00 \$46.00	1412/748262	Payson Regional Justice Court	0 4
4/27/2011		CV201100068 Summons & Complaint; Certificate Of Compulsory Arbitration	Jose Cantu & Mary Ellen Cantu Charles A. Calkins, et al	Payson Regional Bone And Joint 126 E Main Street, # D Payson, AZ 85541		\$40.00 \$40.00	11322	Gila County Superior Court	0 0
4/27/2011		CV201100068 Summons & Complaint; Certificate Of Compulsory Arbitration	Jose Cantu & Mary Ellen Cantu Charles A. Calkins, et al	Charles A. Calkins, M.D. 126 E. Main Street, Ste D Payson, AZ 85541		\$24.00 \$24.00	11321	Gila County Superior Court	0 0
4/28/2011		2010CV016-UN Writ Of Garnishment (Non-Earnings) & Summons	FIA Card Services, N.A. Donna M. Gonzales Gregg	Desert Schools FCU, garnishee 300 N. Beeline Highway Payson, AZ 85541		\$69.00 \$0.00		Payson Regional Justice Court	0 0
4/29/2011		2011CV273-HA Injunction Against Harassment	Rita Silva Ken Robey	Ken Robey 1114 S Deerborn Circle Payson, AZ 85541		\$40.00 \$40.00	1020/748263	Payson Regional Justice Court	0 0
4/29/2011		FC2011-002697 Petition For Dissolution Of Marriage-w/Minor Children (Divorce)	Kimberly Sue West Oscar Hakimian	Oscar Hakimian 5111 N Highway 87 Strawberry, AZ 85544		\$101.20 \$101.20	24691	Maricopa County Superior Court	0 0

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844



ITEMIZED SERVICES by DATE RECEIVED

4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/1/2011	4/1/2011	2011CV226-DV Order Of Protection	Shirley Lynn Davis James (Jimbo) Armstrong, Jr.	James (Jimbo) Armstrong, Jr. 37 S. Sprague Drive Star Valley, AZ 85541	James (Jimbo) Armstrong, Jr. Constable's Office 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/4/2011	4/4/2011	2011CV231-DV Order Of Protection	Elton Jimi Harris Dawn Boardman	Dawn Boardman 3788 Navajo Drive Pine, AZ 85544	Dawn Boardman 3788 Navajo Drive Pine, AZ 85544	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/4/2011	4/4/2011	2011CV232-DV Order Of Protection	Joanna Christina Miller Don LeRoy Miller	Don LeRoy Miller 310 West Saddle Lane Payson, AZ 85541	Don LeRoy Miller 310 West Saddle Lane Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
4/4/2011	3/28/2011	2011CV234-DV Order Of Protection	Dawn Boardman Elton Jimi Harris	Elton Jimi Harris 3786 Ellison Pine, AZ 85544	Elton Jimi Harris 3786 Ellison Pine, AZ 85544	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/4/2011	4/6/2011	2011TR000897 Subpoena	State of Arizona Sunny Jolie	Department of Public Safety, Ofc. H. Thomason Department of Public Safety-Payson Office	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/4/2011	4/8/2011	2011JV00032; Petition 2011-1 Notice To Appear; Petition	State of Arizona	minor c/o Cesilia Mendibles, mother 1506 E. Cedar Lane Payson, AZ 85541	Cesilia Mendibles 1506 E. Cedar Lane Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
4/4/2011	4/7/2011	2011CR010 Summons	State of Arizona Jose Manuel Zermeno	Jose Manuel Zermeno 400 E. Phoenix Street Payson, AZ 85541	Sotireos Haestos Selles 400 E. Phoenix Street Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
4/4/2011	4/8/2011	2010TR12834 Order To Show Cause	State of Arizona Justin James Johnson	Justin James Johnson Tonto Apache Reservation, #22 M.P. 251, Highway 87 Payson, AZ 85541	Unserved	\$0.00 \$0.00		Payson Magistrate Court	0 2
4/4/2011	4/8/2011	2007CR12536 Order To Show Cause	State of Arizona Alrin Knorr	Alrin Knorr 1014 S. Ash Street Payson, AZ 85541	Unserved	\$0.00 \$0.00		Payson Magistrate Court	0 1
4/4/2011	4/7/2011	2009CR401 Order To Show Cause	State of Arizona Dashney Hatch	Dashney Hatch 125 S. Rainbow Drive Star Valley, AZ 85541	Dashney Hatch 125 S. Rainbow Drive Star Valley, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1

ITEMIZED SERVICES by DATE RECEIVED

4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 2

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/4/2011	4/6/2011	2011TR000903	State of Arizona	Department of Public Safety, Ofc. T. Harold	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	Timothy Trinosky	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
4/4/2011	4/8/2011	2011CR000128	State of Arizona	David Scott Chovanec	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons	David Scott Chovanec	817 N. Ponderosa Circle Payson, AZ 85541		\$0.00			6
4/4/2011	4/8/2011	2011CR000129	State of Arizona	Jennifer Lynn Conrad	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons	Jennifer Lynn Conrad	2107 N. Pratt Circle Payson, AZ 85541		\$0.00			3
4/5/2011	4/8/2011	2011JV00033; Petition 2011-1	State of Arizona	minor c/o Roger Wery & Teresa Wery, parents 2608 W. Palmer Payson, AZ 85541	Teresa Wery Payson Christian School 213 S. Colcord Road Payson, AZ 85541	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition				\$0.00			3
4/5/2011	4/7/2011	2011CR000005	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Augustine Soria	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/5/2011	4/7/2011	2010CR000633	State of Arizona	Payson Police Department, Ofc. J. Slaughter	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Curtis Olson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
4/5/2011	4/7/2011	2010CR319	State of Arizona	United State Forest Service, Diana Carstensen	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert John Brandt	Payson Ranger Station 1009 E. Highway 260 Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/5/2011	4/7/2011	2010CR319	State of Arizona	U.S. Forest Service, Ofc. D. Adams	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert John Brandt	Payson Office-U.S. Highway 260 Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/5/2011	4/7/2011	2010CR319	State of Arizona	GCSO, Deputy T. Buckner	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert John Brandt	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/6/2011	4/7/2011	2011CV237-DV	Heather Armenta	Brandon French	Brandon French	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Brandon French	611 E. Luke Drive Payson, AZ 85541	Constable's Office 108 W. Main Street Payson, Az 85541	\$0.00			1
4/7/2011	4/7/2011	2011CV238-DV	Brandon French	Heather Armenta	Heather Armenta	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Heather Armenta	610 E. Luke Drive Payson, AZ 85541	707 W. Overland Road Payson, AZ 85541	\$0.00			1
4/7/2011	4/7/2011	2011CV237-DV	Heather Armenta	Heather Armenta	Heather Armenta	\$0.00		Payson Regional Justice Court	0
		Hearing Order	Brandon French	610 E. Luke Drive Payson, AZ 85541	707 W. Overland Road Payson, AZ 85541	\$0.00			1
4/8/2011	4/11/2011	2011TR001121	State of Arizona	GCSO, Deputy Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Daniel Wons	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 3

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/8/2011	4/12/2011	2011CR012149 Summons	State of Arizona Lee Edward Littler	Lee Edward Littler 8748 W. Antelope Drive Strawberry, AZ 85544	Edward Littler 8748 W. Antelope Drive Strawberry, AZ 85544	\$0.00 \$0.00		Payson Magistrate Court	0 1
4/8/2011	4/12/2011	2011CR000141 Summons	State of Arizona Ryan Louis Murphy	Ryan Louis Murphy 806 N. Granite Drive Payson, AZ 85541	Ryan Louis Murphy Chill's Grill & Bar 900 S. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/8/2011	4/13/2011	2009JV111; Petition 2011-1 Notice To Appear; Petition	State of Arizona	, minor c/o Valerie & Stephen Redondo, parents 212 W. Bonita Street Payson, AZ 85541	Valerie Redondo 212 W. Bonita Street Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
4/8/2011	4/13/2011	2011JV00034; Petition 2011-1 Notice To Appear; Petition	State of Arizona	, minor c/o Francisco & Cynthia Garcia, parents 1101 W. Driftwood Drive Payson, AZ 85541	Cynthia Leticia Mendoza Garcia 1101 W. Driftwood Drive Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
4/8/2011	4/13/2011	2011JV00034; Petition 2011-3 Notice To Appear; Petition	State of Arizona	, minor c/o Francisco & Cynthia Garcia, parents 1101 W. Driftwood Drive Payson, AZ 85541	Cynthia Leticia Mendoza Garcia 1101 W. Driftwood Drive Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
4/8/2011	4/11/2011	2011TR001175 Subpoena	State of Arizona Douglas Carl Wessel	GCSO, Deputy Chagolla 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/8/2011	4/12/2011	2011CR000139 Summons	State of Arizona Valynda Sue Belcher	Valynda Sue Belcher 239 W. Chelsea Drive East Verde Park Payson, AZ 85541	Unservd	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/8/2011	4/13/2011	2011JV00034; Petition 2011-2 Notice To Appear; Petition	State of Arizona	, minor c/o Francisco & Cynthia Garcia, parents 1101 W. Driftwood Drive Payson, AZ 85541	Cynthia Leticia Mendoza Garcia 1101 W. Driftwood Drive Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
4/11/2011	4/12/2011	2011CV184-DV Order Of Protection	Lance Gullett Kortney Johnson	Kortney Johnson Furry Friends Kennel 810 S. McLane Road Payson, AZ 85541	Kortney Johnson Furry Friends Kennel 810 S. McLane Road Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/12/2011	4/18/2011	2011CV245-DV Order Of Protection	Jammie Seeley Michael Clay Seeley	Michael Clay Seeley 223 Zimmer Lane Gisela, AZ 85541	Michael Clay Seeley Constable's Office 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 7
4/12/2011	4/13/2011	2011TR000903 Subpoena	State of Arizona Timothy Trinosky	Department of Public Safety, Ofc. T. Harold Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/14/2011	4/15/2011	2011CV254-DV Order Of Protection	Johnny Ryan Vela Sarah DiBernardo	Sarah DiBernardo Tonto Apache Reservation, #29 Highway 87; M.P. 251 Payson, AZ 85541	Sarah DiBernardo Tonto Apache Reservation, #29 Highway 87; M.P. 251 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

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4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 4

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/15/2011	4/17/2011	2011CV257-DV Order Of Protection	Sarah DiBernardo Johnny Ryan Vela	Johnny Ryan Vela 107 W. Sherwood Drive Payson, AZ 85541	Johnny Ryan Vela 107 W. Sherwood Drive Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
4/15/2011	4/19/2011	2011CV258-DV Order Of Protection	Nicole Knott Christopher Lee Bilyk	Christopher Lee Bilyk 609 S. Beeline Highway, #13 Payson, AZ 85541	Christopher Lee Bilyk Constable's Office 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
4/15/2011	4/22/2011	2011CR00137 Summons	State of Arizona Lucia Jimenez-Sanchez	Lucia Jimenez-Sanchez 607 S. Beeline Highway, #24 Payson, AZ 85541	Unserved	\$0.00 \$0.00		Gila County Superior Court	0 4
4/15/2011	4/25/2011	2011CR00133 Summons	State of Arizona Santiago Garcia-Garcia	Santiago Garcia-Garcia 114 W. Pecan Street Payson, AZ 85541	Unserved	\$0.00 \$0.00		Gila County Superior Court	0 6
4/15/2011	4/21/2011	2011CR00138 Summons	State of Arizona Arelly Munoz Gallegos, aka Yumira Gasesa	Arelly Munoz Gallegos, aka Yumira Gasesa 1302 N. Beeline Highway, #C Payson, AZ 85541	Unserved	\$0.00 \$0.00		Gila County Superior Court	0 1
4/18/2011	4/18/2011	2011CV262-DV Order Of Protection	Michael Clay Seeley Jammie Seeley	Jammie Seeley 878 S. Tonto Creek Drive Tonto Creek Shores, AZ 85541	Jammie Seeley Hale Accounting 904 S. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/20/2011	4/21/2011	2010CR000633 Subpoena	State of Arizona Curtis Olson	Payson Police Department, Ofc. J. Slaughter 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/20/2011	4/21/2011	2011CR000005 Subpoena	State of Arizona Augustine Soria	Payson Police Department, Ofc. J. Davies 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
4/20/2011	4/21/2011	2011CR12031 Subpoena	State of Arizona James W. Gentry	Payson Police Department, Det. C. DeSchaaf 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$16.00 \$0.00		Payson Magistrate Court	0 1
4/20/2011	4/21/2011	2011CR12031 Subpoena	State of Arizona James W. Gentry	Payson Police Department, Ofc. J. Slaughter 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
4/20/2011	4/21/2011	2011CR12058 Subpoena	State of Arizona Emily Jean Morton	William Thomas Smith 100 E. Glade Lane Payson, AZ 85541	William Thomas Smith 100 E. Glade Lane Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
4/20/2011	4/21/2011	2011CR12058 Subpoena	State of Arizona Emily Jean Morton	Payson Police Department, Ofc. B. Buckner 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
4/21/2011	4/21/2011	2011TR001256 Subpoena	State of Arizona Jeffery Daniels	GCSO, Deputy Chagolla 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

ITEMIZED SERVICES by DATE RECEIVED

4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 5

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/21/2011	4/21/2011	2011TR000913	State of Arizona	GCSO, Deputy Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Gregory Pedano	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
4/21/2011	4/28/2011	2011TR001437	State of Arizona	David Gilbert Long	David Gilbert Long	\$0.00		Payson Regional Justice Court	0
		Summons	David Gilbert Long	446 W. Emerald Way Round Valley Payson, AZ 85541	Constable's Office 108 W. Main Street Payson, AZ 85541	\$0.00			5
4/25/2011	4/25/2011	DO2011-00172	Donna J. Stull	Gary R. Stull	Gary R. Stull	\$0.00		Gila County Superior Court	0
		Order Of Protection	Gary R. Stull	303 N. Tittel Street Payson, AZ 85541	303 N. Tittel Street Payson, AZ 85541	\$0.00			1
4/25/2011	4/28/2011	2010CR492	State of Arizona	Mariah Cola Hall-Florence	Mariah Cola Hall-Florence	\$0.00		Payson Regional Justice Court	0
		Order To Show Cause	Mariah Cola Hall-Florence	114 W. Elm Street Payson, AZ 85541	114 W. Elm Street Payson, AZ 85541	\$0.00			3
4/25/2011	4/27/2011	2005JV148; Petition 2011-1	State of Arizona	minor c/o Christine Immel, mother	Christine Gail Immel	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition		3758 E. Highway 260 Star Valley, AZ 85541	Star Valley Motel RV 3758 E. Highway 260 Star Valley, AZ 85541	\$0.00			1
4/25/2011	4/27/2011	2011CR00171	State of Arizona	Walter Joseph Micolites	Unserved	\$0.00		Gila County Superior Court	0
		Summons	Walter Joseph Micolites	190 N. Cornerstone Way, #36 Star Valley, AZ 85541		\$0.00			2
4/26/2011	4/26/2011	2011CV272-DV	Staci Hernandez	Marvin Hernandez	Marvin Hernandez	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Marvin Hernandez	803 W. Cherry Street Payson, AZ 85541	803 W. Cherry Street Payson, AZ 85541	\$0.00			3
4/28/2011		2010CR319	State of Arizona	United State Forest Service, Diana Carstensen		\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert John Brandt	Payson Ranger Station 1009 E. Highway 260 Payson, AZ 85541		\$0.00			0
4/28/2011		2010-330	State of Arizona	GCSO, Deputy Wayne Dorsett		\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	108 W. Main Street Payson, AZ 85541		\$0.00			0
4/28/2011		2011JV00050; Petition 2011-1	State of Arizona	minor c/o John Wisner, father		\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition		400 N. Pinon Road Star Valley, AZ 85541		\$0.00			0
4/28/2011		2010CR319	State of Arizona	U.S. Forest Service, Ofc. D. Adams		\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert John Brandt	Payson Office-U.S. Highway 260 Payson, AZ 85541		\$0.00			0
4/28/2011		2010CR319	State of Arizona	GCSO, Deputy T. Buckner		\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert John Brandt	GCSO, 108 W. Main Street Payson, AZ 85541		\$0.00			0
4/28/2011		2010-330	State of Arizona	GCSO, Sgt. B. Havey		\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	108 W. Main Street Payson, AZ 85541		\$0.00			0

ITEMIZED SERVICES by DATE RECEIVED

4/1/2011 TO 4/30/2011

Date: 5/2/2011

Page: 6

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
4/28/2011		2010-330	State of Arizona	GCSO, Detective J. Garrett		\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	GCSO, 108 W. Main Street Payson, AZ 85541		\$0.00			0
4/28/2011		2010-330	State of Arizona	GCSO, Det. G. Ratliff		\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	GCSO, 108 W. Main Street Payson, AZ 85541		\$0.00			0
4/28/2011		2010-330	State of Arizona	Chief Steven Holt		\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	Tonto Basin Fire Department 227 Old Highway 188 Tonto Basin, AZ 85553		\$0.00			0
4/28/2011		2010-330	State of Arizona	Drew Justice, DVM		\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	Diamond J Veterinary Services PO Box 846 Payson, AZ 85547		\$0.00			0
4/28/2011		2010-330	State of Arizona	Loren Eaton		\$0.00		Gila County Superior Court	0
		Subpoena	Ronald Hughes Johns	191 Desert Rose Drive Tonto Basin, AZ 85553		\$0.00			0
4/28/2011		2011TR001467	State of Arizona	Chamberlain Brogan Fitch		\$0.00		Payson Regional Justice Court	0
		Summons	Chamberlain Brogan Fitch	915 W Johnson Boulevard Tonto Village, AZ 85541		\$0.00			0
4/28/2011		2011CR000172	State of Arizona	Melvin Anthony Cizek, Jr		\$0.00		Payson Regional Justice Court	0
		Summons	Melvin Anthony Cizek, Jr	702 S Oak Street Payson, AZ 85541		\$0.00			0
4/28/2011		2011TR001464	State of Arizona	Clint Charles Sparks		\$0.00		Payson Regional Justice Court	0
		Summons	Clint Charles Sparks	808 E Highway 260, #5 Payson, AZ 85541		\$0.00			0
4/28/2011		2011TR001465	State of Arizona	Michael Emory Newport		\$0.00		Payson Regional Justice Court	0
		Summons	Michael Emory Newport	1606 W. Gina Point Payson, AZ 85541		\$0.00			0
4/29/2011		DO2011-00185	Melinda F. Duffy	Robert M. Duffy		\$0.00		Gila County Superior Court	0
		Order Of Protection	Robert M. Duffy	U-Turn For Christ 509 W. Frontier Street Payson, AZ 85541		\$0.00			0

MILEAGE FOR THE MONTH APRIL 2011

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
4/1	35		40	
4/4	142		X	
4/5	118		X	
4/6	40		X	
4/7	75		X	
4/8	70		X	
4/11	146		X	
4/12	258		X	
4/13	46		X	
4/14	41		X	
4/15	47		X	
4/18	106		X	
4/19	30		X	
4/20	33		X	
4/21	24		X	
4/22	65		X	
4/25	100		X	
4/26	189		X	
4/27	22		X	
4/28	30		X	
4/29	X		X	
<hr/>				
20 DAYS	1617		40	

Total Miles Driven
By The Constable's Office 1657 APRIL 2011

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE May 2, 2011

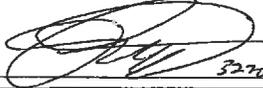
GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # T-9162061

REMITTING DEPT Payson Regional Constable

SERVICE RENDERED Az Constables Association Ethics Committee Fund - Whit fees collected

Account Code	Revenue Description	Amount
<u>T-9162061</u>	<u>Payson Regional Constable Ethics Committee Fund - fees collected for writs served for month of April, 2011</u>	<u>\$35.00</u>
	<u>7 @ \$5.00/each</u>	
	<u>Reference our check # 2258 dated May 2, 2011</u>	
		<u>\$35.00</u>

Authorized Signature  Title Payson Regional Constable #324

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98306

PAYSON CONSTABLE 108 W. MAIN ST. 928-474-3844 PAYSON, AZ 85541		2258 91-527/1221 6128 0703680454
PAY TO THE ORDER OF <u>Gila County Treasurer</u>		DATE <u>May 2, 2011</u>
<u>Thirty-five and no/100</u>		\$ <u>35.00</u>
DOLLARS		
FOR <u>Whit fees collected for month of April 2011</u>		NP
MICR LINE: ⑈0000002258⑈ ⑆12205278⑆ 0703680454⑈		

ARF-574

Item #: 5- N

Regular BOS Meeting

Date: 06/07/2011

Reporting Period:

Globe Regional Justice Court Monthly Reports for March & April 2011

Submitted For:

Mary Navarro, Justice Court Operations Mgr

Submitted By:

Mary Navarro, Superior Court

Information

Subject

Globe Regional Justice Court Monthly Reports for March & April, 2011

Suggested Motion

Approval of the March & April, 2011, monthly departmental activity reports submitted by the Globe Regional Justice Court.

Attachments

Link: [Globe Regional Justice Court Report for March 2011-Part 1](#)

Link: [Globe Regional Justice Court Report for March 2011-Part 2](#)

Link: [Globe Regional Justice Court Report for April 2011-Part 1](#)

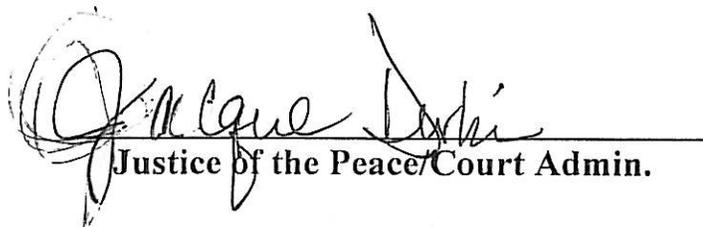
Link: [Globe Regional Justice Court Report for April 2011-Part 2](#)

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: March, 2011

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$53,831.18
RECEIVED DURING THE MONTH	\$17,139.14
DISBURSED DURING THE MONTH	\$29,727.55
BALANCE AT THE END OF THE MONTH	\$41,242.77


Justice of the Peace/Court Admin.

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2011

MARCH, 2011	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Child Passenger Restraint	ZCPRF		STATE	\$ 222.77	\$ 11.14	\$ 211.63
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 1,191.77	\$ 59.59	\$ 1,132.18
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,955.16		\$ 2,955.16
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 4,259.67		\$ 4,259.67
Game and Fish - Wildlife	ZGF		STATE	\$ 41.84	\$ 2.10	\$ 39.74
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 2,621.00	\$ 131.05	\$ 2,489.95
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ 133.86	\$ 6.70	\$ 127.16
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ 240.00	\$ 12.00	\$ 228.00
HURF - to DPS	ZHRFD		STATE	\$ 60.00	\$ 3.00	\$ 57.00
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 340.09	\$ 17.01	\$ 323.08
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resolution	ZADR		T848-2061	\$ 52.43	\$ 2.63	\$ 49.80
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 2,955.98		\$ 2,955.98
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 15,001.90	\$ 750.10	\$ 14,251.80
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,680.00	\$ 84.00	\$ 1,596.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,533.88	\$ 76.70	\$ 1,457.18
DUI Abatement	ZDUIA		T889-2061	\$ 42.01	\$ 2.11	\$ 39.90
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 392.03	\$ 19.61	\$ 372.42
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 199.53	\$ 9.98	\$ 189.55
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,101.58	\$ 55.08	\$ 1,046.50
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 29,800.89	\$ 1,490.05	\$ 28,310.84
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 2,015.61	\$ 100.79	\$ 1,914.82
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 1,519.80		\$ 1,519.80
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 174.39	\$ 8.72	\$ 165.67
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 2,825.93		\$ 2,825.93
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 399.14	\$ 19.96	\$ 379.18
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 2,002.87		\$ 2,002.87
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 1,078.61	\$ 53.94	\$ 1,024.67
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	\$ 857.48		\$ 857.48
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 571.65		\$ 571.65
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	\$ 766.77	\$ 38.34	\$ 728.43
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 441.93	\$ 22.10	\$ 419.83
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 4,167.48	\$ 208.38	\$ 3,959.10
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 143.42	\$ 7.18	\$ 136.24
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 979.02	\$ 48.96	\$ 930.06
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,966.28	\$ 148.32	\$ 2,817.96
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 499.04	\$ 24.95	\$ 474.09
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 7,987.92	\$ 399.40	\$ 7,588.52
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 259.98	\$ 13.00	\$ 246.98
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 507.26		\$ 507.26
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	\$ 3,039.26		\$ 3,039.26
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 2,026.16		\$ 2,026.16
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 56.17	\$ 2.81	\$ 53.36
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 50.00	\$ 2.50	\$ 47.50
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 100,162.56	\$ 3,832.20	\$ 96,330.36

TOTAL ADJUSTED BALANCE VERIFICATION \$ 96,330.36

TOTAL RESTITUTION RECEIVED \$ 2,025.53

TOTAL RECEIPTS THIS MONTH \$ 102,188.09

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
4/9/2011	5756	\$ 11,823.57	ARIZONA STATE TREASURER
4/9/2011	5757	\$ 88,291.49	GILA COUNTY TREASURER
4/9/2011	5758	\$ 47.50	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 100,162.56	TOTAL DISTRIBUTIONS THIS MONTH
		\$ 33,679.24	CHECKBOOK BALANCE AFTER REMITTANCES

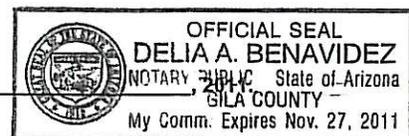
I, Jacque Durbin, Deputy Court Administrator for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of March, 2011.

Justice of the Peace/Court Admin.

Subscribed and Sworn to before me this 13th day of April

Notary Public

My Commission Expires:



**GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT**

For the Month of: April, 2011

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$41,242.77
RECEIVED DURING THE MONTH	\$8,467.24
DISBURSED DURING THE MONTH	\$17,963.98
BALANCE AT THE END OF THE MONTH	\$31,746.03



Justice of the Peace/Court Admin.

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2011

APRIL, 2011 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Child Passenger Restraint	ZCPRF		STATE	\$ 83.05	\$ 4.16	\$ 78.89
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 769.52	\$ 38.48	\$ 731.04
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,913.44		\$ 1,913.44
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 3,239.79		\$ 3,239.79
Game and Fish - Wildlife	ZGF		STATE	\$ 30.00	\$ 1.50	\$ 28.50
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 4,200.00	\$ 210.00	\$ 3,990.00
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ 160.37	\$ 8.02	\$ 152.35
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 370.80	\$ 18.54	\$ 352.26
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resplution	ZADR		T848-2061	\$ 44.46	\$ 2.23	\$ 42.23
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 2,375.09		\$ 2,375.09
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 11,906.00	\$ 595.30	\$ 11,310.70
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,400.00	\$ 70.00	\$ 1,330.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,292.13	\$ 64.61	\$ 1,227.52
DUI Abatement	ZDUIA		T889-2061	\$ 140.72	\$ 7.04	\$ 133.68
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 332.31	\$ 16.62	\$ 315.69
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 162.10	\$ 8.11	\$ 153.99
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 917.78	\$ 45.89	\$ 871.89
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 23,536.95	\$ 1,176.85	\$ 22,360.10
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,639.61	\$ 81.99	\$ 1,557.62
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 1,063.88		\$ 1,063.88
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 147.78	\$ 7.39	\$ 140.39
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,985.51		\$ 1,985.51
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 338.25	\$ 16.92	\$ 321.33
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 2,335.47		\$ 2,335.47
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 771.82	\$ 38.60	\$ 733.22
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	\$ 278.93		\$ 278.93
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 185.95		\$ 185.95
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	\$ 431.17	\$ 21.56	\$ 409.61
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 390.42	\$ 19.53	\$ 370.89
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 3,324.62	\$ 166.24	\$ 3,158.38
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 137.06	\$ 6.86	\$ 130.20
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 702.30	\$ 35.12	\$ 667.18
Prison Construction Fund	ZPCOF		T908-2061	\$ 5,566.10	\$ 278.31	\$ 5,287.79
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 379.72	\$ 18.99	\$ 360.73
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 6,233.75	\$ 311.69	\$ 5,922.06
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 207.44	\$ 10.38	\$ 197.06
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 476.57		\$ 476.57
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	\$ 3,891.21		\$ 3,891.21
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 2,594.13		\$ 2,594.13
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 279.38	\$ 13.97	\$ 265.41
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 100.00	\$ 5.00	\$ 95.00
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 86,335.58	\$ 3,299.90	\$ 83,035.68
				TOTAL ADJUSTED BALANCE VERIFICATION	\$	83,035.68
				TOTAL RESTITUTION RECEIVED	\$	3,080.23
				TOTAL RECEIPTS THIS MONTH	\$	89,415.81

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/10/2011	5832	\$ 10,486.27	ARIZONA STATE TREASURER
5/10/2011	5833	\$ 75,754.31	GILA COUNTY TREASURER
5/10/2011	5834	\$ 95.00	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 86,335.58	TOTAL DISTRIBUTIONS THIS MONTH
		\$ 27,056.63	CHECKBOOK BALANCE AFTER REMITTANCES

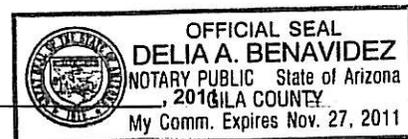
I, Gary Goetterman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of APRIL, 2011.

Justice of the Peace

Subscribed and Sworn to before me this 10th day of May

Notary Public

My Commission Expires: _____



ARF-579

Item #: 5- 0

Regular BOS Meeting

Date: 06/07/2011

Reporting Period: Clerk of Superior Court Monthly Report for April 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 Monthly Report for April 2011.

Suggested Motion

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

Attachments

Link: [Clerk of Superior Court Report for April 2011](#)

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

**CLERK'S REPORT
FOR
APRIL, 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.

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written in black ink.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona



Summary Allocation by Agency Report

Report generated on : 5/9/2011 9:06:55 AM

Criteria : From Date : 4/1/2011 To Date : 4/30/2011

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			41977.10		41977.10	2098.86
		3611165	CHASE BANK - PAYSON			-41977.10		-41977.10	0.00
		DCHXFR	DUMMY CHASE TRANSFER ACCT			0.00		0.00	0.00
Agency Name : BANK OF THE WEST									
BOW	BANK OF THE WEST	DDISBCH	DUMMY DISB CHASE ACCT			0.00		0.00	0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	5100.00			-1500.00	5100.00	0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	52.86				52.86	0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	2561.08				2561.08	128.05
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZVAPB	30% INTERSTATE COMPACT	39.00				39.00	1.95
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	460.00				460.00	0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	58.45				58.45	2.92

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



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	ZATT	ATTORNEY FEE REIMBURSEMENT	925.00				925.00	0.00
		ZALTF	AZ LENGTHY TRIAL FUND	422.30				422.30	21.12
		ZFEE	BASE FEES (GENERAL FUND)	5330.30				5330.30	266.52
		ZFINE	BASE FINES	11229.43		335.00		11564.43	578.22
		ZFORF	BOND FORFEITURES				1500.00	0.00	75.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	789.88				789.88	39.49
		ZCEF	CLEAN ELECTIONS FUND	878.16				878.16	0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	42.17				42.17	2.11
		ZJDET	COUNTY JUV DETENTION	2153.44				2153.44	107.67
		ZCLLF	COUNTY LAW LIBRARY FUND	2560.98				2560.98	128.05
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	5440.35				5440.35	272.02
		ZDNAS	DNA STATE SURCHARGE	371.20				371.20	18.56
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	1256.26				1256.26	62.81
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	322.60				322.60	16.13
		ZDREF	DOMESTIC RELATIONS EDUCATION	120.00				120.00	6.00
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	1484.90				1484.90	74.25

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501

Page 2 of 5

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



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	ZDECJ	DRUG & GANG ENFORCEMENT FINES	1740.22				1740.22	87.01
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	218.73				218.73	10.94
		ZDCRT	DRUG COURT FEE FUND	580.00				580.00	29.00
		ZDUJA	DUI ABATEMENT FUND	185.00				185.00	9.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	396.00				396.00	19.80
		ZWITN	EXPERT WITNESS FUND	480.00				480.00	0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	2713.68				2713.68	135.68
		ZEXJU	EXTRA JUV PROBATION ASMNT	550.11				550.11	27.51
		ZEXT	EXTRADITION REIMBURSEMENT	286.97				286.97	0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	612.52				612.52	30.63
		ZCC	GEN JURIS CONCILIATION COURT	1835.48				1835.48	91.77
		ZGCAT	GILA COUNTY ATTORNEY - 60%	7852.77		324.00		8176.77	0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	1308.79		54.00		1362.79	0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	3926.39		162.00		4088.39	0.00
		ZJF	JAIL (INCARCERATION) FEES	25.20				25.20	0.00

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501



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	ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	1257.20				1257.20	62.86
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	2857.43				2857.43	142.87
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	202.51				202.51	0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	382.94				382.94	0.00
		ZJS	JUVENILE PROBATION SERV FEES	3801.46				3801.46	190.07
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	1457.93				1457.93	72.90
		ZMISC	MISCELLANEOUS FEES	43.47				43.47	2.17
		ZPP	PASSPORT APPLICATION FEES	1200.00				1200.00	60.00
		ZPCOF	PRISON CONSTRUCTION AND	2427.00				2427.00	121.35
		ZPRS6	PROB SURCH 2006	57.08				57.08	2.85
		ZPBA	PROBATION FEE ADULT	17462.37		-875.00		16587.37	829.37
		ZP SU	PROBATION SURCHARGE (\$5.00)	30.21				30.21	1.51
		ZPUBZ	PUBLIC DEFENDER FEES	365.62				365.62	0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	1435.00				1435.00	0.00

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

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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	ZSMEN	SPOUSAL MAINTENANCE FUND	134.77				134.77	6.74
		ZSTAT	STATE TREASURER - GENERAL FUND	1014.17				1014.17	50.71
		ZVAF	VICTIMS ASSISTANCE FUND	91.00				91.00	4.55
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	353.73				353.73	17.69
		ZGFDU	XTRA DUI ASSMT	60.00				60.00	3.00
		ZPRS9	ZPRS9	195.00				195.00	9.75
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	20667.54				20667.54	0.00

Total:

119806.65

0.00

0.00

119806.65

Less Shaded Areas: -28,381.48

91,425.17

Bond Forfeitures: + 1,500.00

\$92,925.17

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

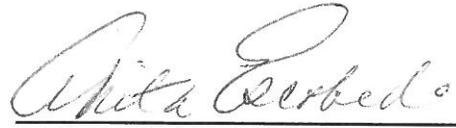
Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of APRIL, 2011.



ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10TH day of May, 2011.



Deputy

ARF-587

Item #: 5- P

Regular BOS Meeting

Date: 06/07/2011

Reporting Period: Payson Regional Justice Court Monthly Report for April 2011

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Superior Court

Information

Subject

Payson Regional Justice Court Monthly Report for April 2011.

Suggested Motion

Approval of the April 2011 monthly departmental activity report submitted by the Payson Regional Justice Court.

Attachments

Link: [Payson Regional Justice Court Monthly Report for April 2011](#)

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2011

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	89	10	220	319
Filed	4	2	20	26
Transferred In	0	0	0	0
SUBTOTAL	93	12	240	345
Transferred Out	0	0	0	0
Other Terminations	20	3	30	53
TOTAL TERMINATIONS	20	3	30	53
Statistical Correction	0	0	0	0
Pending End of Month	73	9	210	292

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
270	2	0	272	0	61	61	0	211

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **1** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
1,307	329	0	1,636	0	10	420	430	0	1,206

Civil Traffic Hearings Held: **3**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)					
Filed	117	Trans In	0	TOTAL	117

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2011

MISDEMEANOR									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
Misdemeanor (Non-Traffic)	536	79	0	615	0	76	76	0	539
Failure to Appear (Non-Traffic)	87	0	0	87	0	7	7	0	80
TOTAL	623	79	0	702	0	83	83	0	619

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **0**

Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
47	5	0	52	0	3	3	0	49

Felony Preliminary Hearings Held: **0**

Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **131**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: April 2011

CIVIL COMPLAINTS				
	Small Claims	Forcible Detainer/ Eviction Action	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	51	12	269	332
Filed	3	5	25	33
Transferred In	0	0	0	0
SUBTOTAL	54	17	294	365
Transferred Out	0	0	0	0
Other Terminations	4	6	38	48
TOTAL TERMINATIONS	4	6	38	48
Statistical Correction	0	0	0	0
Pending End of Month	50	11	256	317

Small Claims Hearings Held/Defaults: **3** Civil Court Trials Held: **7**

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: **0** Civil Jury Trials Held: **0**

DOMESTIC VIOLENCE/HARASSMENT PETITIONS				
---	--	--	--	--

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	13	15	0	15
Harassment	7	7	0	7

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT			
--	--	--	--

Order of Protection: **5** Injunction Against: **1**

SPECIAL PROCEEDINGS/ACTIVITIES			
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Peace Bond Complaints Filed: **0** Fugitive Complaints Filed: **1**

Juvenile Hearings Held: **0** Search Warrants Issued: **8**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: April 2011

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	176
Serious Violations	10
All Other Violations	591
TRAFFIC TOTAL	777

CRIMINAL WARRANTS OUTSTANDING

Felony	146
Misdemeanor	774
CRIMINAL TOTAL	920

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court

Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit

(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Name of Preparer

Date of Preparation

PAYSON JUSTICE COURT TREASURER'S RECAP FY2011

APRIL, 2011	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR		T848-2061	\$ 56.81	\$ 2.84	\$ 53.97
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005.314-3350.00	X10501314004429	\$ 71.62		\$ 71.62
Citizens Clean Elections	ZCEF		T888-2061	\$ 2,069.45		\$ 2,069.45
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 9,725.65	\$ 486.28	\$ 9,239.37
Defensive Driving Diversion Fee	ZDDS	1005.314-3400.90	X105-4609	\$ 3,570.00	\$ 178.50	\$ 3,391.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,333.55	\$ 66.68	\$ 1,266.87
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 424.80	\$ 21.24	\$ 403.56
Base Fees (General Fund)	ZFEE	1005.314-3400.15	X105-4615	\$ 1,193.17	\$ 59.66	\$ 1,133.51
Base Fines (General Fund)	ZFINE	1005.314-3510.10	X105-4831	\$ 18,295.78	\$ 914.79	\$ 17,380.99
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,448.67	\$ 72.43	\$ 1,376.24
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.314.3400.17	X10501314004861	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		T912-2061	\$ 3,158.00	\$ 157.90	\$ 3,000.10
Judicial Collection Enhancement \$7	ZJCL	4741.314-3400.15	X36001314004615	\$ 742.45		\$ 742.45
Judicial Collection Enhancement Local %	ZJCLF	4741.314-3400.15	X36001314004615	\$ 188.94	\$ 9.45	\$ 179.49
Judicial Collection Enhancement \$13	ZJCS		T818-2061	\$ 1,378.84		\$ 1,378.84
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 432.49	\$ 21.62	\$ 410.87
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502340004651	\$ 1,373.67		\$ 1,373.67
Local Costs	ZLCL	1005.314-3510.10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005.314-3400.99	X105-4886	\$ 496.48	\$ 24.82	\$ 471.66
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,690.19	\$ 134.51	\$ 2,555.68
Overpayment Forfeited	ZOVF	1005.314-3510.10	X105-4831	\$ 71.68	\$ 3.58	\$ 68.10
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 25.00	\$ 1.25	\$ 23.75
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 210.31	\$ 10.52	\$ 199.79
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 6,018.29	\$ 300.91	\$ 5,717.38
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 55.56	\$ 2.78	\$ 52.78
Reimbursement to County Attorney 60%	ZREIM	3544.301-3400.11	X18201301004620	\$ 1,355.13		\$ 1,355.13
Reimbursement to Superior Court 40%	ZREIM	4574.333-3400.16	X226333004864	\$ 903.42		\$ 903.42
Warrant Fee	ZWAR	1005.314-3510.10	X105-4831	\$ 686.79	\$ 34.34	\$ 652.45
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 126.48	\$ 6.32	\$ 120.16
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 1,745.02	\$ 87.25	\$ 1,657.77
DUI Abatement	ZDUIA		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,343.43		\$ 2,343.43
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,908.44		\$ 1,908.44
Game and Fish - Wildlife	ZGF		STATE	\$ 358.14	\$ 17.91	\$ 340.23
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ 37.80	\$ 1.89	\$ 35.91
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 3,048.77	\$ 152.44	\$ 2,896.33
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ 72.50	\$ 3.63	\$ 68.87
State Highway Work Zone Fund	ZSHWZ		STATE	\$ 72.50	\$ 3.63	\$ 68.87
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 137.20	\$ 6.86	\$ 130.34
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 10.00		\$ 10.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 17.89	\$ 0.89	\$ 17.00
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 67,854.91	\$ 2,784.92	\$ 65,069.99
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 65,069.99

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/4/11	4359	\$ 58,257.56	GILA COUNTY TREASURER
	4360	\$ 9,570.35	ARIZONA STATE TREASURER
	4361	\$ 10.00	GILA COUNTY BAD CHECK PROGRAM
	4362	\$ 17.00	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 67,854.91	TOTAL DISTRIBUTIONS THIS MONTH
		\$ 5,648.55	CHECKBOOK BALANCE AFTER ALLOCATION

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for APRIL, 2011.

DOROTHY A. LITTLE
Gila County Justice of the Peace

ARF-592

Item #: 5- Q

Regular BOS Meeting

Date: 06/07/2011

Reporting Period: April 2011

Submitted For: Sadie Dalton,
Recorder

Submitted By: Sadie Dalton,
Recorder's Office

Information

Subject

Recorder's Office Monthly Report for April 2011.

Suggested Motion

Approval of the April 2011 monthly departmental activity report submitted by the Recorder's Office.

Attachments

Link: [Recorder's April 2011 Monthly Report](#)



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF APRIL 2011

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

A handwritten signature in cursive script, reading "Sadie Tomerlin Dalton".

Sadie Tomerlin Dalton, Gila County Recorder

Bank Deposit Summary, From 4/1/11 12:00AM To 4/29/11 11:59PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Apr 1, 2011 4:55:31 PM	1812	B	Payson	\$70.00
Apr 1, 2011 4:55:31 PM	1813	B	Globe	\$649.00
Apr 4, 2011 8:08:24 AM	1814	B	payson	\$67.00
Apr 4, 2011 8:08:24 AM	1815	B	globe	\$2,070.00
Apr 5, 2011 8:12:02 AM	1816	B	Globe	\$322.86
Apr 5, 2011 8:12:02 AM	1817	B	Payson	\$52.00
Apr 6, 2011 4:51:21 PM	1818	B	Globe	\$320.00
Apr 7, 2011 4:50:58 PM	1819	B	Payson	\$110.00
Apr 7, 2011 4:50:58 PM	1820	B	Globe	\$344.00
Apr 8, 2011 4:51:19 PM	1821	B	Payson	\$69.00
Apr 8, 2011 4:54:34 PM	1822	B	Globe	\$392.00
Apr 11, 2011 4:53:37 PM	1823	B	Payson	\$87.00
Apr 11, 2011 4:55:29 PM	1824	B	Globe	\$749.00
Apr 12, 2011 4:53:55 PM	1825	B	Payson	\$14.00
Apr 12, 2011 4:55:14 PM	1826	B	Globe	\$397.00
Apr 13, 2011 4:51:55 PM	1827	B	Payson	\$37.00
Apr 13, 2011 4:51:55 PM	1828	B	Globe	\$322.00
Apr 14, 2011 4:54:34 PM	1829	B	Payson	\$73.00
Apr 14, 2011 4:54:34 PM	1830	B	Globe	\$335.00
Apr 15, 2011 8:14:09 AM	1831	B	Payson	\$75.00
Apr 15, 2011 8:14:09 AM	1832	B	Globe	\$710.00
Apr 18, 2011 4:55:55 PM	1833	B	Globe	\$547.00
Apr 18, 2011 4:55:55 PM	1834	B	Payson	\$48.00
Apr 19, 2011 4:52:22 PM	1835	B	Globe	\$176.00
Apr 19, 2011 4:52:22 PM	1836	B	Payson	\$20.00
Apr 20, 2011 4:51:47 PM	1837	B	Payson	\$0.00
Apr 20, 2011 4:51:47 PM	1838	B	Globe	\$207.00
Apr 21, 2011 4:54:04 PM	1839	B	Payson	\$78.00
Apr 21, 2011 4:56:50 PM	1840	B	Globe	\$370.00
Apr 25, 2011 9:11:15 AM	1841	B	globe deposit 4/22	\$459.00
Apr 25, 2011 9:11:15 AM	1842	B	payson deposit 4/22	\$6.00
Apr 26, 2011 10:17:32 AM	1843	B	Globe	\$1,476.00
Apr 26, 2011 10:17:32 AM	1844	B	Globe	\$0.00
Apr 26, 2011 10:17:32 AM	1845	B	Globe	\$0.00
Apr 26, 2011 10:17:32 AM	1846	B	Globe	\$85.00
Apr 26, 2011 10:17:32 AM	1847	B	Payson	\$117.00
Apr 27, 2011 8:13:08 AM	1848	B	Payson	\$28.00
Apr 27, 2011 8:13:08 AM	1849	B	Globe	\$355.00
Apr 28, 2011 9:03:57 AM	1850	B	Globe	\$7,309.20
Apr 28, 2011 9:03:57 AM	1851	B	Payson	\$53.00
Apr 29, 2011 8:23:16 AM	1852	B	Globe	\$1,314.00
Apr 29, 2011 8:23:16 AM	1853	B	Payson	\$37.00
Total				\$19,950.06

There were 2 deposit's not on this report, \$377.00 & \$29.00

TOTAL + \$406.00

MONTHLY ACTIVITY REPORT - April 2011

DATE	AMT PAID	1005	7143	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
04/01/2011	719.00	537.00	260.00	260.00	0.00	0.00	96.00	338.00	1057.00
04/04/2011	2137.00	672.00	304.00	364.00	0.00	0.00	1200.00	403.00	1340.00
04/05/2011	374.86	362.00	156.00	156.00	0.00	14.86	0.00	314.00	688.86
04/06/2011	320.00	239.00	124.00	124.00	0.00	0.00	0.00	167.00	487.00
04/07/2011	454.00	280.00	164.00	164.00	0.00	0.00	0.00	154.00	608.00
04/08/2011	461.00	470.00	240.00	240.00	0.00	0.00	0.00	498.00	959.00
04/11/2011	836.00	613.00	280.00	280.00	0.00	0.00	0.00	337.00	1173.00
04/12/2011	411.00	322.00	136.00	136.00	0.00	0.00	0.00	181.00	595.00
04/13/2011	359.00	357.00	160.00	180.00	0.00	0.00	12.00	333.00	697.00
04/14/2011	408.00	375.00	172.00	176.00	0.00	0.00	0.00	315.00	723.00
04/15/2011	785.00	658.00	300.00	304.00	0.00	0.00	0.00	477.00	1262.00
04/18/2011	595.00	650.80	276.00	276.00	0.00	788.00	0.00	1395.80	1990.80
04/19/2011	196.00	239.00	92.00	92.00	0.00	0.00	0.00	225.00	423.00
04/20/2011	207.00	208.00	100.00	100.00	0.00	0.00	0.00	201.00	408.00
04/21/2011	448.00	458.00	200.00	192.00	0.00	0.00	0.00	410.00	850.00
04/22/2011	465.00	521.00	188.00	300.00	0.00	0.00	0.00	544.00	1009.00
04/25/2011	1593.00	588.00	276.00	284.00	0.00	0.00	1000.00	555.00	1148.00
04/26/2011	468.00	451.00	144.00	150.00	0.00	0.00	0.00	279.00	745.00
04/27/2011	7,362.20	323.00	140.00	140.00	0.00	676.00	7000.00	916.80	1279.00
04/28/2011	1,351.00	319.00	144.00	144.00	0.00	0.00	1000.00	256.00	607.00
04/29/2011	406.00	690.00	300.00	310.00	0.00	0.00	0.00	884.00	1300.00
TOTAL	20,356.06	9,332.80	4,156.00	4,372.00	0.00	1478.86	10308.00	9183.60	19339.66

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$8,943.60	(\$10,200.00)	(\$1,256.40)
Cash	Cash/Check	\$20,356.06	\$0.00	\$20,356.06
D-1005-120-01-4612-003	Postage(deferred)	\$11.00	(\$20.00)	(\$9.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	\$33.00	(\$60.00)	(\$27.00)
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	\$44.00	(\$80.00)	(\$36.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$44.00	(\$80.00)	(\$36.00)
ETransfer	Electronic Transfers	\$108.00	\$0.00	\$108.00
	Total	\$29,539.66	(\$10,440.00)	\$19,099.66
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$240.00	(\$108.00)	\$132.00
	Total	\$240.00	(\$108.00)	\$132.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$369.20)	(\$369.20)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$45.00)	(\$45.00)
1005-120-01-4612-003	Postage	\$0.00	(\$1,120.60)	(\$1,120.60)
From 4/1/11 12:00 AM To 4/30/11 11:59 PM				
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$290.00)	(\$290.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$48.00)	(\$48.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$92.00)	(\$92.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$82.00)	(\$82.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$7,198.00)	(\$7,198.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$7.00)	(\$7.00)
1005-120-01-4612-027	Fax	\$0.00	(\$45.00)	(\$45.00)
7143-120-01-4777-031	Assessor Surcharge	\$0.00	(\$4,120.00)	(\$4,120.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,336.00)	(\$4,336.00)
7147-120-01-4612-013	Microfiche	\$0.00	(\$3.00)	(\$3.00)
7147-120-01-4612-018	Voter	\$0.00	(\$11.86)	(\$11.86)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$1,464.00)	(\$1,464.00)
	Total	\$0.00	(\$19,231.66)	(\$19,231.66)
	Total	\$29,779.66	(\$29,779.66)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$20,356.06	\$0.00	\$20,356.06
	Range Total	\$20,356.06	\$0.00	\$20,356.06

Sadie Tomerlin Dalton Gila County Recorder For Month Of:						New Fiscal Year Form	
	FY	2010-2011					
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mining fees 7146	Recorder Check to Treasurer
July	1,293	4,596	10,128.82	972.60	4,332	4.00	20,033.42
Aug	1,199	4,672	14,542.99	1,986.60	4,296	22.40	25,519.99
Sept	1,307	5,068	12,025.86	1,287.98	4,644	12.80	23,038.64
Oct	1,106	4,296	10,585.07	1,748.22	4,048	3.20	20,680.49
Nov	1,249	4,736	11,058.39	840.00	4,212	2.40	20,848.79
Dec	1,267	4,416	9,298.14	3,794.00	4,188	4.80	21,700.94
Jan	1,133	4,104	12,578.00	1,093.00	3,944	3.20	21,722.20
Feb	1,429	5,356	13,207.02	1,017.00	4,909	0.80	24,489.82
Mar	1,269	4,828	10,205.64	1,532.00	4,316	0.00	20,881.64
Apr	1,180	4,372	10,232.66	1,478.86	4,156	0.00	20,239.52
May		0	0.00	0.00	0	0.00	0.00
June		0	0.00	0.00	0	0.00	0.00
Total	12,432	46,444	113,862.59	15,750.26	43,045	53.60	219,155.45
Fiscal Year		219,155.45					
All Monies							

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR	APRIL 2011			
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$10,308.00	\$0.00	\$10,308.00	
7		PAID OUT OF SUSPENSE ACCT		\$9,183.60	\$1,148.40	
8		RECORDING FEES	\$9,332.80	\$0.00	\$9,332.80	
9		REFUNDS-EXCESS FEES	\$0.00	\$20.00	\$20.00	
10		INTEREST PD TO ACCT	\$0.46	\$0.00	\$0.46	
11		RECEIPT EDIT				
12		NSF -CHECK		\$20.00		
13		STALE CHECK	\$13.00	\$0.00	\$13.00	
14		ADJ FOR DEPOSIT CHANGE		\$198.00		
15	TOTAL 1005 FUNDS		\$19,654.26	\$9,421.60	\$10,232.66	
16						
17	SECTION II	7143 FUND (ASSESSOR)	\$4,156.00	\$0.00	\$4,156.00	
18		7145 FUND (RECORDER)	\$4,372.00	\$0.00	\$4,372.00	
19		7146 FUND (MINING - 80% STATE TREAS)				
20		7146 FUND (MINING - 20% RECORDER)		\$0.00		
21		7147 FUND (COMPUTER SVCS)	\$1,478.86	\$0.00	\$1,478.86	
22				\$0.00	\$0.00	
23	TOTAL SEC II FUNDS		\$10,006.86	\$0.00	\$10,006.86	
24						
25	COMBINED TOTALS - TOTAL FEES COLLECTED		\$29,661.12	\$9,421.60	\$20,239.52	
26						

House Account Summary

Gila County AZ

For the Period of 04/01/2011 - 04/30/2011

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$352.00)	\$0.00	\$0.00	(\$352.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$20.57)	\$0.00	\$0.00	(\$20.57)
ADOT	AZ DEPT OF TRANS	(\$295.50)	\$0.00	\$0.00	(\$295.50)
APS	APS/COPIES	(\$200.00)	\$0.00	\$0.00	(\$200.00)
APSR	APS/RECORDINGS	(\$471.00)	\$28.00	\$0.00	(\$443.00)
ARARS	AZ RESEARCH & AMP RETRIEVAL SVCS	(\$5.00)	\$54.00	(\$200.00)	(\$151.00)
AWC	ARIZONA WATER COMPANY	(\$250.00)	\$0.00	\$0.00	(\$250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	\$36.00	\$60.00	\$0.00	\$96.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$1,074.00)	\$0.00	\$0.00	(\$1,074.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$117.00)	\$0.00	\$0.00	(\$117.00)
DOCUT	DOCUTECH CORP	(\$289.00)	\$0.00	\$0.00	(\$289.00)
EQUIT	EQUITY SERVICES	(\$166.00)	\$0.00	\$0.00	(\$166.00)
ERAY	ERA YOUNG REALTY	(\$133.40)	\$46.80	\$0.00	(\$86.60)
EXCEL	EXCEL DOCUMENT SERVICES	(\$148.00)	\$22.00	\$0.00	(\$126.00)
FARES	First American Corelogic Inc.	(\$721.40)	\$190.00	\$0.00	(\$531.40)
FATM	FIRST AMERICAN MICROFICHE	(\$1,371.80)	\$265.60	\$0.00	(\$1,106.20)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$665.00)	\$0.00	\$0.00	(\$665.00)
FNDS	LPS APPLIED ANALYTICS	(\$828.20)	\$190.00	\$0.00	(\$638.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	(\$30.00)	\$0.00	\$0.00	(\$30.00)
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$65.00)	\$0.00	\$0.00	(\$65.00)
IMAPP	IMAPP , INC	(\$433.80)	\$407.20	\$0.00	(\$26.60)
IRS	INTERNAL REVENUE SERVICE	\$24.00	\$180.00	(\$108.00)	\$96.00
LA001	First American Title Lenders Advantage	(\$661.50)	\$14.00	\$0.00	(\$647.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$11.00)	\$752.00	(\$2,000.00)	(\$1,259.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$22.00)	\$412.00	(\$1,000.00)	(\$610.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$6,074.00)	\$6,530.00	(\$7,000.00)	(\$6,544.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$257.00)	\$8.00	\$0.00	(\$249.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$320.20)	\$24.00	\$0.00	(\$296.20)
Title 1 copy	Debbie Swann	(\$53.00)	\$0.00	\$0.00	(\$53.00)
Totals		(\$15,241.37)	\$9,183.60	(\$10,308.00)	(\$16,365.77)

ARF-582

Item #: 5- R

Regular BOS Meeting

Date: 06/07/2011

Reporting Period: Human Resources reports for the weeks of 5/24/11, 5/31/11 and 6/7/11

Submitted For: Berthan DeNero, Human Resources Director

Submitted By: Erica Raymond, Human Resources

Information

Subject

Human Resources reports for the weeks of May 24, 2011, May 31, 2011 and June 7, 2011.

Suggested Motion

Approval of the Human Resources reports for the weeks of May 24, 2011, May 31, 2011, and June 7, 2011.

Attachments

Link: [05/24/11 Human Resources Agenda](#)

Link: [05/31/11 Human Resources Agenda](#)

Link: [06-07-11 Human Resources Agenda](#)

HUMAN RESOURCES ACTION ITEMS
MAY 24, 2011

DEPARTURES FROM COUNTY SERVICE:

1. Anesita Gugino – Payson Justice Court – Justice Court Clerk – 05/03/11 – General Fund – DOH 05/15/00 – Resignation

TEMPORARY HIRES TO COUNTY SERVICE:

2. Mark Andrew Guerena – Public Works – Temporary Engineering Technician – 05/23/11 – Public Works Fund
3. Bridget Yvette Warden – Community Services – Community Services Worker – 05/23/11 – GEST Fund
4. Ginger Horta – Administrative Services – Administrative Clerk – 05/09/11 – General Fund
5. Ryan Powers – BOS – Temporary Laborer – 05/31/11 – Constituent Services II Fund

TEMPORARY TO REGULAR STATUS:

6. Helene Lopez – Community Services – Community Services Worker – 05/23/11 – GEST Fund

END OF PROBATIONARY PERIOD:

7. Larry Dooly – Public Works – Building Maintenance Technician – 06/06/11 – Facilities Management Fund

HUMAN RESOURCES ACTION ITEMS
MAY 31, 2011

DEPARTURES FROM COUNTY SERVICE:

1. Mary Kim Titla – Board of Supervisors – Gila County Tribal Liaison – 05/06/11 – Constituent Services III Fund – DOH 11/29/10 – Resignation
2. James F. Cox – Superior Court General – Bailiff – 04/25/11 – General Fund – DOH 12/18/06 – Resignation

TEMPORARY HIRES TO COUNTY SERVICE:

3. Joseph Michael DeCenzo – Superior Court, Division One – Temporary Bailiff – 05/31/11 – General Fund
4. Charlene Pizano – Clerk of the Superior Court – Court Clerk – 05/16/11 – Local Probate Assessment Fund

END OF PROBATIONARY PERIOD:

5. Nancy Mach – Community Services – Community Health Assistant – 06/06/11 – Early Childhood Screening Fund

POSITION REVIEW:

6. Joshua Clark – County Attorney – Deputy County Attorney Part-Time – 06/06/11 – Change in number of hours worked from 19 hours per week to 24 hours per week

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

7. Sarah Lorraine Bread – Sheriff's Office – 911 Dispatcher – 05/09/11 – General Fund – DOH 04/11/11 – Resignation
8. Rion Keith Ramirez – Sheriff's Office – Detention Officer – 05/05/11 – General Fund – DOH 09/13/10 – Resignation
9. Kathe J. Quinn – Sheriff's Office – Detention Officer – 05/15/11 – General Fund – DOH 07/06/09 – Resignation
10. Philip Lee O'Connor – Sheriff's Office – Detention Officer – 05/29/11 – General Fund – DOH 06/22/09 – Resignation

HIRES TO COUNTY SERVICE:

11. Douglas Earl Stevenson – Sheriff's Office – Detention Officer – 06/13/11 – General Fund – Replacing Kathe Quinn
12. Shadow Christine Bryant – Sheriff's Office – Detention Officer – 06/13/11 – General Fund – replacing Rion Ramirez

HUMAN RESOURCES ACTION ITEMS
JUNE 7, 2011

HIRES TO COUNTY SERVICE:

1. Leslie Mora – Health Department – Community Health Assistant – 06/13/11 – WIC Fund – Replacing Jami Anderson
2. Nicholas Montague – Community Services – Accountant – 06/13/11 – Various Funds – Replacing Amanda Roady
3. Patricia Celaya – Health Department – Public Health Nurse – 06/13/11 – Various Funds – Replacing Bill Bowling

END OF PROBATIONARY PERIOD:

4. Deborah Bradway – Community Development – Environmental Engineering Technician – 06/27/11 – General Fund
5. Joy Riddle – County Attorney – Deputy Attorney Senior – 03/28/11 – Drug Prosecution Byrne ARRA Fund

DEPARTMENTAL TRANSFERS:

6. Denise Hansen – From Health Department – To Emergency Services – from Administrative Clerk – To Administrative Clerk Senior – 06/08/11 – General Fund

POSITION REVIEW:

7. Gary Tamietti – Public Works – Engineering Technician Senior – 07/04/11 – Change in number of hours worked from 40 hours per week to 30 hours per week

REQUEST PERMISSION TO POST:

8. Health Department – Public Health Nurse I – Vacated by Michelle Craft – Date Vacated 04/15/11 – Waiver of 120 Day Hiring Freeze approved 05/02/11

SHERIFF'S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

9. Cynthia Taylor – Sheriff's Office – 911 Dispatcher – 05/20/11 – General Fund – DOH 01/31/11 - Resignation