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

REGULAR MEETING - TUESDAY, SEPTEMBER 20, 2011 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Presentation of the Officer of the Quarter award by Gila County Attorney Daisy Flores to Detective Jamie Garrett of the Gila County Sheriff's Office.

3 **REGULAR AGENDA ITEMS:**

A Information/Discussion/Action to adopt Proclamation No. 11-09 proclaiming October 2011 as "National Disability Employment Awareness Month" in Gila County. **(David Caddell)**

B Information/Discussion/Action to adopt Resolution No. 11-09-02 to increase the fees for certified death certificates. **(Michael O'Driscoll)**

C Information/Discussion/Action to approve the County use of State Contract No. ADSPO11-000402 between Gila County and CenturyLink d/b/a Qwest Communications Corporation whereby CenturyLink will provide telecommunication carrier services to Gila County from September 20, 2011, to September 21, 2014, and to authorize the Chairman's signature on 8 Carrier Service Orders as attached to this agenda item. **(Darryl Griffin)**

D Information/Discussion/Action to adopt and immediately implement four Countywide policies: Payroll Authorizations policy number BOS-HRS-006, Departmental Bank Accounts policy number BOS-FIN-001, Procurement-Contracts policy number BOS-FIN-002, and Procurement-Purchasing policy number BOS-FIN-003 which will apply to all departments and elected offices of Gila County; and repeal Procurement of Professional Services policy number BOS-2-2005. **(Joe Heatherly)**

E Information/Discussion/Action to adopt Resolution No. 11-09-03 authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying the abandoned roadway being a portion of Christopher Creek Loop to Landmark at the Creek, LLC. **(Steve Sanders)**

F Information/Discussion/Action to accept or reject a Citizens' Petition to begin the process to establish Vertical Heights Road as County highway **(Steve Sanders)**

G Information/Discussion/Action to direct staff to begin the process to abandon the unnamed alley lying between Hill and Marian Streets and between a portion of blocks 23 and 24 as shown on Miami Map No. 2, Official Map No. 22, Gila County Records. **(Steve Sanders)**

H Information/Discussion/Action regarding redistricting of Gila County Supervisorial and College Districts, review of public comments and alternative redistricting maps. No vote will be taken to approve redistricting maps, however, the Board may take action to provide further direction to staff regarding mapping alternatives.
(Linda Eastlick)

4 **CONSENT AGENDA ACTION ITEMS:**

A Approval of the appointments of Judge Gary V. Scales and Mr. Paul R. Larkin as Justices of the Peace Pro Tempore of the Globe and Payson Regional Justice Courts for a period of five months from August 1, 2011, through December 31, 2011.

B Approval of Amendment No. 2 to an Intergovernmental Agreement for Title I and other associated funds for FY 2011 Juvenile Detention Services (Attorney General Contract No. KR10-0018) between the Arizona Supreme Court, Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent to amend Section 1-Purpose and Exhibit A-1 and A-2 of the Intergovernmental Agreement.

C Approval of a Special Event Liquor License Application submitted by the Cobre Valley Regional Medical Center Foundation to serve liquor on November 3, 2011, at the Gila County Fairgrounds for its annual Art and Wine Auction.

D Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Fair Bull Riding event on September 23, 2011, and Gila County Ranch Rodeo on September 24, 2011.

E Authorization of the Chairman's signature on a Maintenance Agreement between Gila County (Finance Department) and Konica Minolta for a Konica Minolta Bizhub C652 copier at a cost of $84.22 per month for unlimited copies for the period of September 20, 2011, to September 20, 2016, with an automatic renewal each year.

F Authorization of the Chairman's signature on the following documents between Gila County (Human Resources Department) and Konica Minolta (all contracts through Mohave Contract 10i-KMBS-0127) for a 36-month lease on a Konica Minolta Bizhub 223 copier: 1) Master Purchase Agreement at a cost of $72.30 per month and a Schedule A KMBS Modified Sales Terms and Condition totaling $2,104.00 for the duration of 36 months; 2) KMBS CPC Service & Maintenance Agreement at a cost of $0.00950 per copy; said contracts to be effective upon County receipt of equipment.

G Authorization of the Chairman's signature on the following documents between Gila County (Probation Department) and Konica Minolta (all contracts through Mohave Contract 10i-KMBS-0127) for a 36-month lease for 2 Konica Minolta Bizhub C552DS copiers and 1 Bizhub 552DS copier: 1) Formal Proposal; 2) Master Purchase Agreement at a cost of $226.20 per month for each Bizhub C552DS copier and Schedule A KMBS Modified Sales Terms and Conditions totalling $13,166.00 for the duration of 36 months; 3) Master Purchase Agreement at a cost of $188.13 per month and a Schedule A KMBS Modified Sales Terms and Conditions for 1 BIzhub 552DS copier totaling $5,475.00 for the duration of 36 months; 4) KMBS CPC Service & Maintenance Agreement at a cost of $0.02720 per copy for color and $0.00530 for black and white on 2 Bizhub C552DS copiers and $0.00550 per black & white copy for 1 Bizhub 552DS copier; and 5) Government Obligation Contract between Gila County and Kansas State Bank of Manhattan; said contracts to be effective upon County receipt of equipment.

H Authorization of the Chairman's signature on the Maintenance Agreement renewal between Gila County and Thomas Reprographics for service and maintenance on the OCE Plotwave300 printer from September 1, 2011, to August 31, 2012, in the amount of $1,680 per year.

I Authorization of the Chairman's signature on Amendment No. 1 to the Intergovernmental Agreement between Gila County and Gila Community College District whereby the County agrees to provide space at an area in Payson and Gila County fairgrounds in Globe for on-site heavy equipment training for a period of one year from July 1, 2011, to June 30, 2012.

J Approval to submit two revised grant applications to the United States Department of Agriculture, U.S. Forest Service, in the amount of $664,525 to be used for the Double Chip Seal Forest Road 423 project and the Double Chip Seal Forest Road 55 project, along with the additional forms required by the U.S. Forest Service.

K Authorization of the Chairman's signature on the renewal of the Service Contract between Gila County and Lin-Cum, Inc. whereby Lin-Cum will provide document archival vault-storage for a period of one year from July 1, 2011, to June 30, 2012, in the amount of $719.06 per month.

L To authorize the Chairman's signature on Amendment No. 1 to Contract No. 6511.526/10-2010 between Gila County and C.L. Williams Consulting, Inc. to extend the contract period from October 31, 2011, to June 30, 2012, for professional consulting services of the Tonto Creek Bridge.

M Authorization of the Chairman's signature on the Lease Agreement Renewal between Gila County and Payson Place LLC, for office space for the County Attorney's Office located in Payson at 616 South Beeline Highway, Suite #3, from September 1, 2011, to August 30, 2012, in the amount of $8,601.60 per year.

N Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. DE101056001) between the Arizona Department of Economic Security and Gila County REPAC to: (1) revised Paragraph 30.1 - remove Location 1 - Lake Havasu; (2) remove entire paragraph 30.3 as written; and (3) remove entire paragraph 30.4 as written.

O Approval of Amendment No. 2 to Contract No. DE10100 between Gila County and Central Arizona Association of Governments to continue to provide services to the Adult and Youth programs through June 30, 2012, in the amount of $1,198,700.

P Approval of Extended Supported Employment Services contract between the Arizona Department of Economic Security, Rehabilitation Services Administration and Gila County d/b/a Gila Employment and Special Training (GEST) to provide Extended Supported Employment services to vocational rehabilitation clients in Gila County for a period of 5 years, from October 1, 2011 (or on the date of last signature), and shall end on September 30, 2016.

Q Approval of an Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement (FY 2012 Grant Cycle 25 Award - ACJC Grant No. DC-12-036) awarded to the Gila County Sheriff's Office to provide continued funding for the Gila County Drug, Gang and Violent Crime Task Force in the amount of $344,288 for the period July 1, 2011, through June 30, 2012.

R Approval of the Human Resources reports for the weeks of September 13, 2011, and September 20, 2011.

S Approval of finance reports/demands/transfers for the weeks of September 13, 2011, and September 20, 2011.

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

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

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

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

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

ARF-805 **Presentation Agenda Item 2- A**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For: Daisy Flores Submitted By: Sharon Listiak, County Attorney

Department: County Attorney

Presenter's Name: Daisy Flores, Gila County Attorney

Information

Request/Subject

Presentation of Officer of the Quarter by Gila County Attorney Daisy Flores to Detective Jamie Garrett of the Gila County Sheriff's Office.

Background Information

Gila County Attorney Daisy Flores selects an officer quarterly for the Officer of the Quarter award from the nominations from her staff. The staff nominates an officer for his or her availability for preparation and carrying out prosecution, their reports being complete and readable, court appearances, assistance and cooperation with the attorney of record, and service above and beyond. Two plaques will be presented, one for the officer and one for his or her agency.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Officer of the Quarter award by Gila County Attorney Daisy Flores to Detective Jamie Garrett of the Gila County Sheriff's Office.

ARF-840 **Regular Agenda Item 3- A**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For: David Caddell Submitted By: Carolyn Haro, Community Services Division

Department: Community Services Division Division: GEST Department

Presenter's Name: David Caddell

Information

Request/Subject

Information/Discussion/Action to proclaim October 2011 to be "National Disability Employment Awareness Month" in Gila County.

Background Information

In order to ensure the full inclusion of people with disabilities into society, it is necessary to expand the public's knowledge, awareness and understanding of the history of people with disabilities and the disability rights movement, which is a civil rights movement that is an important part of the history of this state and this country.

Evaluation

There is a need to include instruction on disability history, people with disabilities and the disability rights movement into the existing public school curriculum and community as a whole. There is also a need to increase the awareness and understanding of the history and contributions of people with disabilities in this county, state, nation and world by designating the annual observance of October as "Disability Employment Awareness Month" in Gila County.

Conclusion

Because October is recognized nationally as "National Disability Employment Awareness Month," it is being recommended that Gila County do likewise.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation No. 11-09 in support of proclaiming October 2011 as "National Disability Employment Awareness Month" in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 11-09 proclaiming October 2011 as "National Disability Employment Awareness Month" in Gila County. **(David Caddell)**

Attachments

Proclamation No. 11-09

PROCLAMATION NO. 11-09

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING THE MONTH OF OCTOBER 2011 AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH IN GILA COUNTY.

WHEREAS, in order to ensure the full inclusion of people with disabilities into society, it is necessary to expand the public's knowledge, awareness and understanding of the history of people with disabilities and the disability rights movement; and

WHEREAS, the disability rights movement is a civil rights movement that is an important part of the history of this state and this country; and

WHEREAS, October is recognized as National Disability Employment Awareness Month; and

WHEREAS, there is a need to include instruction on disability history, people with disabilities and the disability rights movement into the existing public school curriculum, and community as a whole; and

WHEREAS, there is a need to increase the awareness and understanding of the history and contributions of people with disabilities in this county, state, nation and world by designating the annual observance of October as "National Disability Employment Awareness Month".

NOW, THEREFORE, **BE IT RESOLVED** that we, the members of the Gila County Board of Supervisors, do hereby proclaim October 2011, to be "NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH" in Gila County.

PASSED AND ADOPTED this 20th day of September 2011

ATTEST:

_____

Marian Sheppard
Chief Deputy Clerk

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman

_____

Shirley L. Dawson, Vice-Chairman

_____

Michael A. Pastor, Member

ARF-812 **Regular Agenda Item 3- B**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Michael O'Driscoll	Submitted By:	Jendean Sartain Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	2011 - 2012	Budgeted?:	Yes
Contract Dates Begin & End:	10-3-11 with no end date	Grant?:	No
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:	Michael O'Driscoll		

Information

Request/Subject

Resolution No. 11-09-02 to increase in fees for certified death certificates.

Background Information

On December 10, 1990, the Board of Supervisors elected to have the Health Department start issuing certified death certificates as outlined in A.R.S. § 36-312 and in accordance with the Arizona Department of Health Services (ADHS) Bulletin R9-19-101. Gila County has continued to issue certified death certificates using the ADHS fee schedule. The State legislature increased the fees this year, effective July 1, 2011. In accordance, Gila County will be adopting the State's new fee schedule.

Evaluation

By approving the adoption of the ADHS new fee schedule, Gila County's fees will be the same as ADHS. Therefore, we will have no loss in revenue for this service.

Conclusion

In order to continue this service, adoption of the ADHS new fee schedule will allow services to continue.

Recommendation

The Division of Health & Emergency Services Director recommends that the Board of Supervisors adopt Resolution No. 11-09-02.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-09-02 to increase the fees for certified death certificates. **(Michael O'Driscoll)**

Attachments

Resolution No. 11-09-02

RESOLUTION NO. 11-09-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES TO INCREASE FEES CHARGED FOR THE APPLICATION OF CERTIFIED DEATH CERTIFICATES SUBMITTED TO GILA COUNTY AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

WHEREAS, the State of Arizona has empowered the counties of Arizona under A.R.S. § 36-312 to complete certified death certificates; and,

WHEREAS, the Gila County Board of Supervisors elected to issue death certificates in accordance with the Arizona Department of Health Services Bulletin R9-19-101 on December 10, 1990; and,

WHEREAS, the State of Arizona collects fees for certified death certificates in accordance with A.R.S §36-341; and,

WHEREAS, effective July 1, 2011, the State of Arizona legislature imposed an increase of fees and collection of surcharges on the sale of certificates by the counties to maintain the vital records automation system.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with the increase in fees, the Gila County Board of Supervisors adopts the new fee schedule imposed by the State of Arizona, Arizona Department of Health Services for the application of certified death certificates as described in Exhibit "A" attached hereto, and authorizes the Gila County Division of Health and Emergency Services to collect said fees on behalf of Gila County.

PASSED AND ADOPTED this 20th day of September 2011, at Globe, Gila County, Arizona.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

Marian Sheppard
Chief Deputy Clerk

Tommie C. Martin, Chairman

EXHIBIT A

Office of the Director

150 N. 18th Avenue, Suite 500
Phoenix, Arizona 85007-3247
(602) 542-1025
(602) 542-1062 FAX
Internet: www.azdhs.gov

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, DIRECTOR

April 27, 2011

Dear Health Officer,

The legislature this session has created language to make the Office of Vital Records financially self sufficient. To accomplish this, the Department has been authorized to increase fees and collect surcharges on the sale of certificates by the counties to maintain the vital records automation system. This letter is to notify you of our proposed fee schedule and the amount of the surcharge. The fee schedule for the state office will be as follows:

Proposed Fees at State Vital Records as of 7/01/11

Certified Copies:	Current Fee (includes $1 surcharge)	Proposed Fee (includes $1 surcharge)
Birth Certificate	$10.00	$20.00
Establishing Paternity	$23.00	$30.00
Delayed Birth Application	$10.00	$20.00
BC Correction/Amendment	$23.00	$30.00
Foreign Born Application	$10.00	$20.00
Putative Father Registry	$5.00	$5.00
Death Certificate	$10.00	$20.00
DC Correction/Amendment	$23.00	$30.00
Presumptive Death	$10.00	$20.00
Fetal Death Certificate	$10.00	$20.00
Certificate of Birth Resulting in Stillbirth	$10.00	$20.00
Record Search	$5.00	$5.00
Non Certified Copies:	Current Fee	Proposed Fee
Birth Non-Certified	$3.00	$5.00
Death Non-Certified	$3.00	$5.00

Proposed Surcharges to County Vital Records Offices as of 7/01/11:

Record Type	Current Surcharge Per Copy	Proposed Surcharge Per Copy (includes the existing $1.00 surcharge)
Certified Copy	$1.00	$5.00
Non-certified Copy	None	$1.00

ARF-817 **Regular Agenda Item 3- C**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Darryl Griffin	Submitted By:	Valrie Bejarano, Finance Department
Department:	Asst County Manager/Library District	Division:	Information Technology
Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	9-20-2011 - 9-21-2014	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	Darryl Griffin		

Information

Request/Subject

Telecommunication Carrier Service on State Contract ADSPO11-000402 with CenturyLink d/b/a Qwest Communications Corporation

Background Information

Gila County currently contracts with Qwest for voice and internet services and products. Qwest has recently become "Century Link." The Information Technology and Administrative Services departments have been working with Century Link representatives to combine all of the existing Qwest accounts into one Century Link account. Century Link has also proposed to provide the County's outgoing long distance and incoming toll-free services at rates which are lower than our current provider, AT&T.

Evaluation

Accounts Payable currently processes dozens of Qwest bills each month, including analog lines, T1 circuits, high speed internet (DSL), etc. With the transition from Qwest to Century Link, we have an opportunity to bundle all existing accounts into one for billing and account management purposes [one monthly bill for all products/services]. In addition, many services will receive better pricing by utilizing Arizona State Contract rates. The proposed bundling of services will also include "co-terminus" service, meaning that all contract periods run concurrent, i.e., starting and ending on the same dates. Any new services added during the contract term will have the ending date of all other services, making subsequent renewals all inclusive. Products and services can easily be added or removed from the account as needed. The proposed contract is for 5 years and includes a 30-day no penalty cancellation provision.

Century Link has also proposed a transition of long distance and toll free services from our current provider (AT&T). Outgoing toll calls will not to exceed 4¢ per minute for in-state AND state-to-state calls; incoming toll free rates will not exceed 5½¢ per minute. We are currently paying 11¢ and 7¢ respectively. To illustrate the savings, we compared the July, 2011 billing for long distance charges for the Globe facilities at the lower rates. There would have been a difference of approximately $1,100 with no change in calling activity. Should we choose to change carriers, there will be no interruption in long distance services or changes to calling patterns. The transition will be invisible for County end users.

Conclusion

By combining all of our existing Qwest products and services into one account with Century Link, we will benefit from the convenience and efficiency of one monthly bill and concurrent contract periods, as well as better pricing with State Contract rates – an estimated $30K savings annually.

By changing providers from AT&T to Century Link, we will lower our costs by a minimum of 55% for outgoing long distance and incoming toll-free calls, conservatively estimated to be $12K savings annually.

Recommendation

Staff recommends that the County bundle all existing Qwest (now “Century Link”) accounts into one central account and select Century Link as our long distance and toll-free service provider. To accomplish these goals, the Board must approve the County’s use of AZ State Contract No. ADSPO11-000402Telecommunication Carrier Services with Century Link d/b/a Qwest Communications Corporation.

Suggested Motion

Information/Discussion/Action to approve the County use of State Contract No. ADSPO11-000402 between Gila County and CenturyLink d/b/a Qwest Communications Corporation whereby CenturyLink will provide telecommunication carrier services to Gila County from September 20, 2011, to September 21, 2014, and to authorize the Chairman's signature on 8 Carrier Service Orders as attached to this agenda item. **(Darryl Griffin)**

Attachments

Domestic Long Distance Service Order

Highspeed Internet Service Order

Intrastate Digital Switched Service Order

AZ State Contract ADSPO11-000402

Amendment to Extend State Contract

Intrastate DS1 Service Order

Intrastate Flat Bus. Line Service Order

Intrastate ISDN Service Order

Local Access Service Order

Reservationless Audio Conferencing Service Order

Estimated Savings

Qwest
Spirit of Service™

Carrier Service Order

CSO Number 336562-AZSTATE

Product ordered QCC-Domestic Long Distance Service

Term 60 Months

Quantity Ordered 1
(Additional Order Detail must be attached)

Total Monthly Recurring Charge Usage Based (Please see attached rates)

Total Non-recurring Charge $0.00

This CSO (Carrier Service Order) is a supplement to the Telecommunications Carrier Services Agreement ADSPO11-000402 ("Underlying Agreement") with the State of Arizona (Qwest Content ID: 336562) between Gila County Government and **Qwest Communications Company, LLC** for the provisions of service. Pricing for this CSO is based on 3001 AZ QCC DOMESTIC VOICE TOLL 05.13.10 as found in Attachment 3, titled Prices and Pricing, in the Underlying Agreement[1]. This supplement is effective on the date service becomes functional ("Effective Date"). The customer represents and certifies that it controls, is controlled by, or is in common control with the Underlying Agreement as noted above.

Customer: Gila County Government

Customer Signature
Date
Printed Name **Tommie C. Martin**
Printed Title Board Chairman
Phone Number
Address 1400 E. Ash St.
Globe, AZ 85501

Qwest Communications Company, LLC
acting on behalf of itself and as agent for its affiliates

Qwest Signature
Date 8/18/14
Printed Name Kimberly Marona
Printed Title GES Manager
Phone Number 602-512-2527
Address 20 E Thomas Rd 17th Floor
Phoenix, AZ 85012

E-rate SPIN Number: 143001157

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

[1] Rates based on State of Arizona Telecommunications Carrier Services Agreement ADSPO11-000402. To verify eligibility, please visit http://www.spo.az.gov/Cooperative_Procurement/SPC/default.asp

GILA COUNTY
CATEGORY 3
QWEST SERVICE TERRITORY
QCC DOMESTIC VOICE

Domestic Toll — **Worldcard**
Toll Free — **Virtual Network Services**

	NO TERM			3 YEAR TERM			5 YEAR TERM		
	USOC	PER MIN	NON-	USOC	PER MIN	NON-	USOC	PER MIN	NON-
Description		**PRICE**	**RECURRING**		**PRICE**	**RECURRING**		**PRICE**	**RECURRING**
Interstate Domestic									
Dedicated-Dedicated		$0.020	$0.00		$0.019	$0.00		$0.0140	$0.00
Dedicated-Switched		$0.030	$0.00		$0.029	$0.00		$0.0170	$0.00
Switched-Dedicated		$0.030	$0.00		$0.029	$0.00		$0.0170	$0.00
Switched-Switched		**$0.040**	**$0.00**		**$0.039**	**$0.00**		**$0.0320**	**$0.00**
Switched-Switched 64K CCC (Note 8)		ICB	ICB		ICB	ICB		ICB	ICB
Intrastate InterLATA Arizona									
Dedicated-Dedicated		$0.02	$0.00		$0.02	$0.00		$0.0140	$0.00
Dedicated-Switched		$0.03	$0.00		$0.03	$0.00		$0.03	$0.00
Switched-Dedicated		$0.03	$0.00		$0.03	$0.00		$0.03	$0.00
Switched-Switched		**$0.04**	**$0.00**		**$0.04**	**$0.00**		**$0.04**	**$0.00**
Switched-Switched 64K CCC (Note 8)		ICB	ICB		ICB	ICB		ICB	ICB
Intrastate Arizona									
Dedicated-Dedicated		$0.02	$0.00		$0.02	$0.00		$0.0140	$0.00
Dedicated-Switched		$0.03	$0.00		$0.03	$0.00		$0.03	$0.00
Switched-Dedicated		$0.03	$0.00		$0.03	$0.00		$0.03	$0.00
Switched-Switched		$0.04	$0.00		$0.04	$0.00		$0.04	$0.00
Switched-Switched 64K CCC (Note 8)		ICB	ICB		ICB	ICB		ICB	ICB
Toll Free Interstate Domestic (In-Bound)									
Switched-Dedicated		$0.03	$0.00		$0.029	$0.00		$0.0170	$0.00
Switched-Switched		$0.04	$0.00		$0.039	$0.00		$0.0320	$0.00
Toll Free Intrastate Arizona (In-Bound)									
Switched-Dedicated		$0.045	$0.00		$0.045	$0.00		$0.0391	$0.00
Switched-Switched		**$0.055**	**$0.00**		**$0.055**	**$0.00**		**$0.055**	**$0.00**
First Toll Free Number		$0.00	$0.00		$0.00	$0.00		$0.00	$0.00
Additional Toll Free Numbers		Waived	$0.00		Waived	$0.00		Wavied	$0.00
Worldcard Interstate Domestic									
Switched-Switched		$0.08	$0.00		$0.08	$0.00		$0.08	$0.00
Per Call Surcharge from Non-Payphone		$0.35	$0.00		$0.35	$0.00		$0.35	$0.00
Per Call Surcharge from Payphone		$0.35 plus $.3000 surcharge per payphone call	$0.00		$0.35 plus $.3000 surcharge per payphone call	$0.00		$0.35 plus $.3000 surcharge per payphone call	$0.00
Worldcard Intrastate Domestic									
Switched-Switched		$0.08	$0.00		$0.08	$0.00		$0.08	$0.00
Per Call Surcharge from Non-Payphone		$0.35	$0.00		$0.35	$0.00		$0.35	$0.00
Per Call Surcharge from Payphone		$0.35 plus $.3000 surcharge per payphone call	$0.00		$0.35 plus $.3000 surcharge per payphone call	$0.00		$0.35 plus $.3000 surcharge per payphone call	$0.00
Worldcard IntraLATA Domestic									
Switched-Switched		$0.08	$0.00		$0.08	$0.00		$0.08	$0.00
Per Call Surcharge from Non-Payphone		$0.35	$0.00		$0.35	$0.00		$0.35	$0.00
Per Call Surcharge from Payphone		$0.35 plus $.3000 surcharge per payphone call	$0.00		$0.35 plus $.3000 surcharge per payphone call	$0.00		$0.35 plus $.3000 surcharge per payphone call	$0.00
Directory Assistance									
Domestic Interstate Accessed by dialing 1-(NPA)555-1212 per call		$0.00	$1.75		$0.00	$1.75		$0.00	$1.75

Rates based on State of Arizona Telecommunications Carrier Services Agreement ADSPO11-000402. To verify eligibility, please visit http://www.spo.az.gov/Cooperative_Procurement/SPC/default.asp.

Qwest
Spirit of Service™

Carrier Service Order

CSO Number AZSTATE

Product ordered High Speed Internet

Term Month to Month

Quantity Ordered 4
(Additional Order Detail must be attached)

Total Monthly Recurring Charge $191.96

Total Non-recurring Charge $0.00

This CSO (Carrier Service Order) is a supplement to the Telecommunications Carrier Services Agreement ADSPO11-000402 ("Underlying Agreement") with the State of Arizona (Qwest Content ID: 336562) between Gila County Government and **Qwest Communications Company, LLC** for the provisions of service. Pricing for this CSO is based on 2011 AZ QC BROADBAND 05.13.10 as found in Attachment 3, titled Prices and Pricing, in the Underlying Agreement[1]. This supplement is effective on the date service becomes functional ("Effective Date"). The customer represents and certifies that it controls, is controlled by, or is in common control with the Underlying Agreement as noted above.

Customer: Gila County Government

Customer Signature
Date
Printed Name **Tommie C. Martin,**
Printed Title Board Chairman
Phone Number
Address 1400 E. Ash St.
Globe, AZ 85501

Qwest Communications Company, LLC
acting on behalf of itself and as agent for its affiliates

Qwest Signature
Date 8/18/14
Printed Name Kimberly Marona
Printed Title GES Manager
Phone Number 602-512-2527
Address 20 E Thomas Rd 17th Floor
Phoenix, AZ 85012

E-rate SPIN Number: 143005231

ATTEST

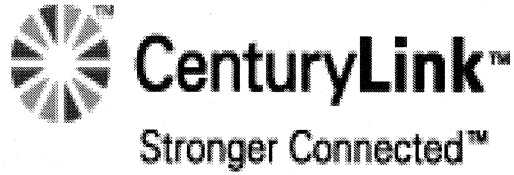
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

[1] Rates based on State of Arizona Telecommunications Carrier Services Agreement ADSPO11-000402. To verify eligibility, please visit http://www.spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government



Pricing Quote Detail
High Speed Internet

Name: Gila County Government

Date: August 17, 2011
NPA/NXX 928/425

Company	Product	Description	Qty	60 month Rate Unit Price	60 Month Total	One - Time Installation
QC	**Qwest Broadband 1.5M/896K Standalone (GRLZC)**	High Speed Internet	2	$33.00	$66.00	$0.00
	Qwest Broadband 1.5M/896k (GRLZB)	High Speed Internet	2	$28.00	$56.00	$0.00
	Qwest Office Basic (NMO77)	Choice Package	2	$9.99	$19.98	$0.00
	Qwest Office Plus (NMO78)	Choice Plus Package	2	$24.99	$49.98	$0.00
					$191.96	**$0.00**

Account	Location	Line	USOC		Rate
928-476-4593-310	3180 N OLD COUNTY RD, PINE, AZ, 85544	928-476-4593	GRLZC	1	$33.00
			NMO77		$9.99
928-468-8963-436	714 S BEELINE HWY, PAYSON, AZ, 85541	928-468-8963	GRLZC	1	$33.00
			NMO77	1	$9.99
928-468-1106-371	107 W FRONTIER ST, PAYSON, AZ, 85541	928-468-1106	GRLZB	1	$28.00
			NMO78	1	$24.99
928-348-0511-735	1938 W THATCHER BLVD, SAFFORD, AZ, 85546	928-348-0511	GRLZB	1	$28.00
			NMO78	1	$24.99

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Qwest
Spirit of Service™

Carrier Service Order

CSO Number 336562-AZSTATE

Product ordered QC-Intrastate Digital Switched Services

Term 60 Months

Quantity Ordered 2
(Additional Order Detail must be attached)

Total Monthly Recurring Charge $664.00

Total Non-recurring Charge N/A

This CSO (Carrier Service Order) is a supplement to the Telecommunications Carrier Services Agreement ADSPO11-000402 ("Underlying Agreement") with the State of Arizona (Qwest Content ID: 336562) between Gila County Governmentand **Qwest Communications Company, LLC** for the provisions of service. Pricing for this CSO is based on 1011 AZ QC INTRA DSS UAS 05.13.10 as found in Attachment 3, titled Prices and Pricing, in the Underlying Agreement[1]. This supplement is effective on the date service becomes functional ("Effective Date"). The customer represents and certifies that it controls, is controlled by, or is in common control with the Underlying Agreement as noted above.

Customer: Gila County Government

Customer Signature
Date
Printed Name **Tommie C. Martin,**
Printed Title Board Chairman
Phone Number
Address 1400 E. Ash St.
Globe, AZ 85501

Qwest Communications Company, LLC
acting on behalf of itself and as agent for its affiliates

Qwest Signature Candy Longshore
Date 8-18-11
Printed Name Candy Longshore
Printed Title GES Manager
Phone Number 602-512-2524
Address 20 E Thomas Rd, 17th Floor
Phoenix, AZ 85012

E-rate SPIN Number: 143005231

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

[1] Rates based on State of Arizona Telecommunications Carrier Services Agreement ADSPO11-000402. To verify eligibility, please visit http://www.spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government

CenturyLink™
Stronger Connected™

Pricing Quote Detail
Business Lines

Name: Gila County Government

Date: August 17, 2011
NPA/NXX 928/425

Company	Product	Description	Qty	60 month Rate Unit Price	60 Month Total	One - Time Installation
QC	**DSS**	Bulk Rate ISDN	2	$332.00	$664.00	$0.00
					$664.00	**$0.00**

Account	Location
(928) 425-0037 732	105 N AVENUE G , TUCSON, AZ, 85706 1100 E SOUTH ST, GLOBE, AZ, 85501
(928) 425-0023 590	105 N AVENUE G , TUCSON, AZ, 85706 1400 E ASH ST, GLOBE, AZ, 85501

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Master Blanket Purchase Order ADSPO11-000402

Header Information

Purchase Order Number:	ADSPO11-000402	**Release Number:**	0	**Short Description:**	Telecommunication Carrier Services
Status:	3PS - Sent	**Purchaser:**	Stacy Ingalls	**Receipt Method:**	Quantity
Fiscal Year:	2011	**PO Type:**	Blanket	**Minor Status:**	
Organization:	State Procurement Office				
Department:	ADSPO - State Procurement Office	**Location:**	SPO - State Procurement Office	**Type Code:**	
Alternate ID:		**Entered Date:**	09/22/2010 04:36:28 PM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	No
Contact Instructions:		**Tax Rate:**		**Actual Cost:**	$0.00
Master Blanket/Contract End Date (Maximum):					
Project No.:	Award from Solicitation # ADSPO10-00000082				
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Attachments:	Uniform Terms and Conditions~1.pdf, Attachment 12 Sample Order Pricing.xls, Attachment 5 Key Personnel, Attachment 6 SLA, Attachment 7 Subcontractors, Attachment 8 OFFER BOND SAMPLE, Attachment 9 Performance Bond, Attachment 10 AZ Provider NonDisclousreAgreement, Attachment 1 Solicitaion Instructions Questionnaire 1, Attachment 2 Price and Pricing Questionnaire 1, Attachment 3 Terms and Conditions 1, Attachment 4 Capacity of Offeror 1, Attachment 11 OFFER AND ACCEPTANCE FORM ATTACHMENT11, Attachment 13 Product and Services, Solicitation Amendment 2.pdf, Attachment 14 Price and Pricing 2~1.xls, Statement of Work 2~2.doc, Special Terms and Conditions 2~1.doc, Exhibit A Product and Services Categories.xls, Solicitation Instructions 2~3.doc, Solicitation Amendment Three, Attachment 15 SLAs Response Form.doc, EVAL TOOL (ADSPO10-00000082) - FINAL (2).xls, Posted 470 Form.pdf, RFP Determination~2.pdf, Fully signed Offer and Acceptence~2.pdf, Contract Amendment 1 Summary Qwest.doc, Attachments 1-20.zip, Attachments 21-40.zip,				

Attachments 61-80.zip, Attachment_41_60_without confidential.zip, Attachment_7_Subcontractors revised022211.docx, Contract_Amendment_3_Summary_Qwest.doc, Attachments 81-100.zip

Primary Vendor Information & PO Terms

Vendor: 000006040 - QWEST COMMUNICATIONS CORP

Chrisha Elmer
20 E Thomas Rd
17th Floor
Phoenix, AZ 85213
US
Email: chrisha.elmer@qwest.com
Phone: (602)512-2528
FAX: (602)279-5250

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms:

Freight Terms:

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to chrisha.elmer@qwest.com at 09/23/2010 11:57:44 AM	09/23/2010 12:06:45 PM
Change Order 1	Emailed to chrisha.elmer@qwest.com at 01/27/2011 02:31:01 PM	
Change Order 2	Emailed to chrisha.elmer@qwest.com at 02/07/2011 12:55:27 PM	02/07/2011 01:10:24 PM
Change Order 3	Emailed to chrisha.elmer@qwest.com at 03/18/2011 11:01:20 AM	
Change Order 4	Emailed to chrisha.elmer@qwest.com at 07/06/2011 08:36:59 AM	07/07/2011 02:02:32 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000006040	10461417390	QWEST COMMUNICATIONS CORP	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 09/22/2010 **Master Blanket/Contract End Date:** 09/21/2014

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$46,063.06	$0.00

Item Information

Print Sequence # 1.0, Item # 3: Telecommunications Carrier Services - Payments for CATEGORY ONE: Regulated Transport Services. Includes: Trunk Lines (Analog FBs, Digital DS1and DS3, includes ISDN PRI and DSS), Dedicated Digital Circuits (DS1, DS3 (channelized and clear channel)), SONET Transport (DS-3, OC-N where N = 3, 12, 48 or 192). Customers must have an established account or order with Contractor. Contractor may assist in order preparation by providing necessary product and services descriptions, operating parameters, and interface information. Customers may place contract order via order form such as a Carrier Service Order (CSO) to implement services available under this contract and specify quantity, service dates, etc. To verify product and pricing information please see contract attachment titled "Telecommunications Carrier Services Products and Pricing.zip". (Customer must enter item amount for contract release.) 3PS - Sent

3PS - Sent

NIGP Code: 915-75
Telephone Services, Cellular

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 2.0, Item # 1: Telecommunications Carrier Services - Payments for CATEGORY TWO: Unregulated Transport Services. Includes but not limited to: Frame Relay PVC services at guaranteed CIR's, Frame Relay SVC services (VCC/VCP), Broadband (Cable-based, Wireless-based, xDSL), Digital Subscriber Line (DSL), Point to Point and Point to Multi-point Ethernet Services, xWDM. Customers must have an established account or order with Contractor. Contractor may assist in order preparation by providing necessary product and services descriptions, operating parameters, and interface information. Customers may place contract order via order form such as a Carrier Service Order (CSO) to implement services available under this contract and specify quantity, service dates, etc. 3PS - Sent

NIGP Code: 838-33
Communications: Networking, Linking, Fiber Modems, Power Over Ethernet, Wireless

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 3.0, Item # 2: Telecommunications Carrier Services - Payments for CATEGORY THREE: Unregulated Value-Added Services. Includes: Long distance out-bound voice services, on-net and off-net, intra-lata, inter-lata or international, calling/credit card, Long distance in-bound voice services, 800, 888 or 877 services, Tier-1 Internet Access, Local Internet Access, Broadcast Video Services (CATV), Audio and Video Conferencing. Customers must have an established account or order with Contractor. Contractor may assist in order preparation by providing necessary product and services descriptions, operating parameters, and interface information. Customers may place contract order via order form such as a Carrier Service Order (CSO) to implement services available under this contract and specify quantity, service dates, etc. To verify product and pricing information please see Attachment titled Price and Pricing. (Customer must enter item amount for contract release.) 3PS - Sent

NIGP Code: 915-79
Telecommunication Services (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost

Quantity	1.0	$0.00	EA - Each	0.00	$0.00	$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Exit

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Request for Proposal

SOLICITATION NO.: ADSPO10-00000082

OFFER AND ACCEPTANCE FORM

PAGE 1 OF 2

TITLE: ***Telecommunication Carrier Services***

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 104
Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

Phone:

Fax:

Qwest Communications Company LLC and
Company Name

Signature of Person Authorized to Sign Offer

Qwest Corporation.
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-99-4 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. §35-391.06, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with A.R.S. §35-393.06, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

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. ADSPO11-0000082. 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

Request for Proposal

SOLICITATION NO.: ADSPO10-00000082

OFFER AND ACCEPTANCE FORM

TITLE: ***Telecommunication Carrier Services***

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 104
Phoenix, AZ 85007

release document or written notice to proceed.

State of Arizona
Awarded this 7th day of September 2010

Procurement Officer

Request for Proposal

SOLICITATION NO.: ADSPO10-00000082

OFFER AND ACCEPTANCE FORM

Contract# ADSPO11-000402

TITLE: ***Telecommunication Carrier Services***

PAGE 1 OF 2

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 104
Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.: QCC: 07-464812-B; QC: 07-009131-W

Federal Employer Identification No.: QCC: 04-6141739; QC: 84-1339283

Phone: 602-512-2527 (Phone)

Fax: 602-279-5250 (Fax)

Company Name: Qwest Communications Company, LLC and Qwest Corporation

Signature of Person Authorized to Sign Offer

Address: 20 E. Thomas Rd., 17th Floor

Richard Fernandez

Printed Name

City: Phoenix State: AZ Zip: 85012

Director, Offer Management

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-99-4 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ___ IS/ _X__ IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.
5. In accordance with A.R.S. §35-391.06, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
6. In accordance with A.R.S. §35-393.06, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

1. Products and Services

The Contract for shall be for Telecommunications Carrier Services includes the Products and Services and as defined herein.

1.1. Products Available under the Contract

Products (Telecommunications Equipment) under this Contract shall include specific demarcation network interface devices required for delivering the Services specified herein. For example, a cable modem is considered a demarcation network interface device but a phone, key system, or router is not. Services may necessarily include certain Products in their Unit prices, e.g., network interface equipment and patch cords only as required to deliver Services. Services shall constitute the majority of all purchases against the Contract.

1.1.1. Excluded Products

Products available under the Contract shall not include 1) Building Wiring System (BWS – cabling and connection devices beyond the telecommunications demarcation); 2) Mobile radio related Products; 3) hardware and software for build-out of Buyer's campus networks (CPE); and 4) All other Products not specified herein.

1.2. Services Available under the Contract

Services (Telecommunication Services, Carrier Services) under this Contract shall include all labor, materials, transportation, Telecommunication Equipment and other activities for, and reasonably incidental to the selling, provisioning, supporting, and maintaining the Service throughout the term of this Contract. It also includes furnishing, installing, interfacing, operating, maintaining, and monitoring the Telecommunication Services as outlined herein. Products may necessarily include certain Services in their Unit prices, e.g., delivery, installation, maintenance and support. Products shall constitute the minority of all purchases against the Contract.

1.2.1. Excluded Services

Services available under the Contract shall not include 1) 9-1-1 Services; 2) integration Services; and 3) All other Products not specified herein.

1.3. Product and Service Categories

Contractor shall be obligated to sell the following Products and Services under the following Categories.

1.3.1. Category One – Regulated Transport Services

Products and Services
Market Expansion Line is a feature that allows a customer to provide a local geographic identity with a phone number representing that community, without requiring a physical location in that area. Calls will be forwarded automatically from the central office (CO) to another telephone number of the customer's choice. This may be a local or long distance number. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1001.
Flat Business Line (1FB) is a flat rate analog business line. This is a phone line for which the customer pays a single monthly charge and can make as many local phone calls as they want during that month. Qwest also offers a **1FB with features bundle package**, which includes a flat business line and a selection of features to pick and choose from to meet the customer's needs. Customers have a choice of three free features from the feature list. Additional features may be chosen and billed at the tariff rate. An additional bundle includes, as part of the package rate, a flat business line and a selection of all or any number of features to choose from to meet the customer's needs. They have a choice of all the features from the feature list at no additional charge. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1003.

Products and Services

Analog Private Branch Exchange (PBX) Trunks are used to connect the end user's premises PBX to the central office. A PBX is equipment at the end user's premises that routes incoming, outgoing, and internal calls. PBX systems provide pooled access. Pooled access allows an end user to have many more telephone stations than lines connected to the central office. PBX systems operate on the premise that not all of the telephone sets will be in use at the same time. The type of PBX equipment determines the type of trunk required.

- *In only* - Receives incoming calls only
- *Out only* - Handles outgoing calls only
- *2 Way* - Provides for the flexibility of both incoming and outgoing calls over the same trunk

Direct Inward Dialing (DID) allows a caller to dial a seven digit number to reach a specific PBX station. DID is only available as 2 Way and In Only trunks. A seven digit exchange telephone number is assigned to each DID station (programmed in the PBX) from a block of reserved numbers Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1005.

Centralized Automatic Message Accounting (CAMA) trunk is the dedicated facility serving the PBX customer and provides the transport for PS/ALI. This facility is generally an analog Voice Grade 33 circuit conditioned as a CAMA trunk. There are multiple elements for transport -- service provisioning, network access channel, channel performance, and mileage.

PS/ALI Service allows a customer-generated address table to be loaded into the Enhanced 9-1-1 computer so that each PBX or Centrex station can be uniquely identified if a call is placed to 9-1-1 from that telephone number. Station- or location-specific automatic number identification (ANI) generated by the switching system can be passed directly to the E9-1-1 system to pinpoint the precise location of the caller, so the E9-1-1 operator can direct emergency response personnel to the correct address, building, floor, or room number. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1007.

ISDN Single Line Service (SLS) is a platform-based, switched digital service offering fast, flexible, highly reliable, and digitally clear connections with the simplicity of dialing a telephone. Based upon international communications standards, ISDN provides users access to powerful voice and data capabilities for communicating across town or around the world. ISDN SLS converts existing copper wires into two primary high speed (64 Kbps) communications "B" channels that can be used simultaneously or independently to carry any combination of data, image, video, or voice calls. Users can achieve a data transfer rate of up to 128 Kbps or faster by combining lines or through high-speed data compression techniques. SLS also provides a third channel known as the "D" channel for low-speed packet switched data communications, ideal for point-of-sale, remote monitoring or telemetry applications. ISDN SLS standard package includes a comprehensive 2B + D line plus numerous voice and data features. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 2007.

ISDN Primary Rate Interface (PRI) is a switched trunk service, based on ISDN, which can integrate local voice, data, and video applications over the same facility. PRI is a digital four-wire, full duplex, transmission path between the customer location and an ISDN-equipped Central Office. It provides a DS-1 facility link to the customer's PBX, multiplexer, router, or computer. The PRI configuration is known as 23B+D: 23B (or bearer) channels for transport of voice, data, video, and image at 64 Kbps plus a single D (or delta) channel for call setup (signaling) and network control. The 23B channels can be used as is, or rearranged in a wide variety of ways to accommodate highly-specific user needs. Customers with multiple PRIs can choose to tie the multiple PRIs together and use only one D channel for multiple PRIs.

ISDN PRI is provided on a DS-1 facility with a loss level not greater than 16.5 dB. The DS-1 facility may be provided, at the customer's request, via a fiber optic facility between a Qwest central office and the customer's premises. Construction charges, as specified in the state tariff, may apply. The PRI DS-1 facility may ride a DS-3 service purchased out of the respective state tariff or the FCC 1 tariff, from the central office to the customer's

Products and Services

premises. The higher facility must terminate at a customer premise. Normal rates and charges, as listed in the appropriate tariff, apply to the DS-3 service. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1013 & 2009.

Digital Switched Service (DSS) is a digital service offering that is available on an IntraLATA basis only. It provides:

- Digital exchange service for PBX customers.
- A digital transmission facility (DS-1) at the speed of 1.544 Mbps between the customer's premises and Qwest's central office switch.
- For multiplexing of the DSS facility in Qwest's central office to accommodate up to a maximum of 24 voice grade and/or 24 data channels into the central office switch.
- Flat usage trunks (i.e., BASIC - line side termination, and ADVANCED - trunk side termination) for access to the local exchange and toll networks.
- Other service offerings that can ride DSS vacant channels (basic facilities only).

Basic DSS service provides the customer with "line-side" trunks provisioned over a DS-1 facility. These trunks are no different than their analog equivalents. All the features and functionalities are the same. Advanced DSS provides the customer with true digital "trunk-side" trunks. If the customer desires DID service, they must order Advanced trunks. Advanced DSS service is easier to provision and carries a lower monthly rate compared to Basic DSS or analog service. A customer may choose to have both Basic and Advanced on the same DS-1 facility. This is commonly referred to as a "combo span."

Uniform Access Solution (UAS) is a bundled service that meets the unique needs of Internet Service Provider (ISP) and catalogue sales customers. The foundation of UAS is still DS-1 service, a high capacity, high performance digital transport. The key differentiator for UAS is single number access. ISPs and catalogue sales companies need only one number for their end customers to access their services Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1011.

Centrex is a suite of advanced, central office-based data and voice communications services. Exceptionally powerful and flexible, Centrex Prime can serve as a customer's primary communications system or as a cost-effective adjunct to the PBX. Because Centrex Prime fully incorporates digital technology into the platform, it can be used for any task -- from analog phone service to a 129 Kbps digital connection to the Internet. Centrex Prime can be an especially wise use of space and energy resources, because the necessary hardware and software reside at a Qwest central office. Centrex Prime features a truly comprehensive range of communications capabilities. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1015.

Analog Private Line Services provide two-wire and four-wire transmission between two end users or between an end user and another carrier. Analog Private Line low-speed data, voice grade, and audio products can also be multi-point services, providing service between several customer locations. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1019 & 1021.

Analog Private Line offerings include:

- ***Voice Grade Services:*** Private Line Transport services that are non-switched (dedicated) circuits, which do not have a direct connection with the switched network. They are provided with a bandwidth of 300 to 3000 Hz and are suitable for access segments of line-type, trunk-type, and private line data services. Voice Grade Services are designed to meet specifications and standards for the transmission of voice, analog, or digital data, remote metering, telephoto, facsimile, and miscellaneous signaling purposes.

Products and Services

- ***Audio Service:*** Is designed and furnished for the transmission of non-broadcast program signals from a central location (music studio) to music receiving speakers located in elevators, department stores, etc. Audio Service is provided two-point or multipoint, two-wire only, for voice and/or music signals in one direction only, between customer designated premises or between a customer designated premises and a Telephone Company wire center and in various bandwidths or service categories measured in Hertz (Hz).
- ***Foreign Exchange (FX) Service***: Provides a telephone number outside of the local central office in a different exchange.
- ***Foreign Central Office (FCO) Service:*** Provides a telephone number outside of the local central office, but within the same exchange. This is used where local number portability is not available.
- ***Exchange Service Extension (ESE):*** Extends dial tone from the customer's main address to a non-continuous (remote address) property location. An ESE is a single line that rings at more than one location at the same time. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1019 & 1021.

Private Line DS-1 Service is a point to point high-capacity Private Line digital transport service (PLTS) that provides transmission of isochronous serial data at 1.544 MBPS and has the capacity of 24 voice equivalent channels. Because the transmission is digital, the signal is clean and free of cross talk, amplified noise, and distortion.

DS-1 Service channels are provided between customer-designated premises or between a customer-designated premises and a QC central office. DS-1 Service is provisioned on copper, fiber, and in some instances, microwave radio. In some high-density cities, DS-1 Service is provisioned on a synchronous optical network (SONET)-based interoffice network that connects key serving wire centers. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1023 & 1025.

Private Line DS-3 service consists of a high capacity channel provisioned for transmission speeds of 44.736 Mbps isochronous serial data, the equivalent of 28 DS-1s. This service is used for customers who need to transport large amounts of information between locations and have the flexibility to configure communications services economically, such as the aggregation of lower speed services (e.g., DS-1 [1.544Mbps]) that support multiple data, video, and voice applications onto a high speed digital backbone. Because the transmission is digital from end to end, the signal is clean and pure-free of cross talk, amplified noise, and distortion. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1027 & 1029.

Digital Data Service (DDS) is a dedicated digital transport service available in speeds of 2.4, 4.8, 9.6, 19.2, 56, and 64 Kbps. DDS is widely available and can be purchased out of the FCC 1 tariff (interstate) or out of individual state tariffs (intrastate), depending on whether the circuit carries interstate or intrastate traffic.

DDS is commonly provided as two-point or multi-point, full duplex, serial, and synchronous transmission with a four-wire interface. Subrate DS-0 Service and 64 Kbps are provided as two-point circuits only. DDS is offered in QC-designated areas where appropriate digital facilities are available. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1031 & 1033.

Local Access, commonly referred to as the local loop, is the network connection between the national network access point of presence (POP) or network access point (NAP) and the customer premises.

The Qwest Local Access circuit may be delivered in three ways:

- ***Qwest Provided Access (QPA)*** - Local Access is ordered by Qwest from a carrier on behalf of the customer or Qwest uses its own local fiber to connect the customer to the Qwest national network. In either case, Qwest maintains the circuit and bills the customer.

Products and Services

- ***Customer Provided Access (CPA)*** - The customer directly orders local access from a local exchange carrier (LEC) of their choosing. The local access is ordered from the customer premises to the Qwest-designated demarcation point on the Qwest national network.
- ***Cross Connect Access (CCA)*** - The customer wants to purchase a Qwest national network service and has an existing Qwest collocation or direct-connect agreement. The CCA connects the customer's collocated or direct-connected equipment to the Qwest national network.

Qwest Local Access also has Diversity services available as an option. Diversity options include Premise, Equipment, System, or Avoidance.

Qwest also provides different local access transport protocols including time division multiplexing (TDM), synchronous optical network (SONET), Ethernet, Wavelength, Frame Relay, and ATM. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1037.

Private Line SONET Transport (OC-3, OC-12, OC-24, OC-48, and OC-192) is a point-to-point private line that is the next logical step in the evolution of voice, data, and video transport. SONET offers the connectivity and a variety of capacities to accommodate customer needs. SONET is provisioned on single-mode, fiber-optic cable and employs only the highest-quality, carrier-class equipment. This service utilizes SONET technology for transmission at speeds of OC-3 at 155.52 Mbps, OC-12 at 622.08 Mbps, OC-48 at 2.49 Gbps, and OC-192 at 9.95 Gbps. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1041 & 1043 and 2037 & 2039.

SONET Self Healing Network Service (OC-3, OC-12, OC-48, and OC-192) is a unidirectional ring that uses path protection switching to substitute standby equipment or facilities when a failure occurs. Information on the primary path on the ring flows in a clockwise direction. On the protect path it flows counterclockwise. This provides a failure-resistant telecommunications network.

SONET Self Heating Network Service (SHNS) offers a service arrangement that provides high-capacity digital services between multiple customer-designated premises (Access Nodes) within a Local Access Transport Area (LATA) and a minimum of one Qwest Wire Center (Hub Node). The service will survive in the event of any single failure within the network. The service is designed to automatically detect a service degradation or a single failure anywhere within the system and reconfigure itself around the point of failure to ensure a near continuous flow of information between those locations that are within the survivable network. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 1045 & 1047, 2041 & 2043.

Metro Dense Wave Division Multiplexing (MDWDM) service is a high speed, high capacity, multi-protocol data- networking solution. The service combines DWDM technology with diverse interoffice fiber facilities, 24 x 7 proactive network monitoring, and aggressive SLAs to provide a total, robust, finished service. This service uniquely supports both native and proprietary protocols, e.g., IBM mainframes as well as industry standard protocols such as SONET and Ethernet. Another key advantage DWDM technology offers is the transparency to the data riding on it. It is bit rate and protocol independent, thus guaranteeing customers the 100 percent throughput and low latency their applications demand.

Some key applications DWDM supports include IBM mainframe connectivity or channel extension, SONET interworking, local area network/metropolitan area network (LAN/MAN) connectivity, and storage area networks (SANs), as well as business continuity and disaster recovery applications.

Qwest offers DWDM services ranging from a dedicated private network solution or for customers that require only a couple of circuits. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Titles 1049 & 1051, 2031& 2033, 1053 & 1055, 2035 & 2037).

1.3.2. Category Two – Unregulated Transport Services

Products and Services
Frame Relay Service (FRS) (56K, 1.544M, 45M) is a connection oriented communications service that uses Frame Relay technology to provide customers with high speed, low delay networking capabilities. As a network transport service, Qwest FRS can provide a faster, more efficient way to electronically move large and small quantities of information over a highly reliable, scalable and secure network. Frame Relay transports different types of information (i.e., data, video, Internet, and/or voice) over the end user's Wide Area Network (WAN) and/or LAN, which makes it suitable for a virtually unlimited range of business applications and better optimizes the business requirements. FRS supports Committed Information Rate (CIR), which is defined as the rate at which the Qwest Frame Relay Network agrees to transfer information under normal conditions. CIR allows fixed amounts of bandwidth to be allocated to individual PVCs. All Qwest Frame Relay circuits are allowed to burst to the full port speed when the bandwidth is available. The maximum CIR is restricted based on the access link/local loop and port speed. Frame Relay access links are available as DS-0, DS-1, and DS-3. Port Speeds available are 56/64 Kbps, Fractional 1.544 Mbps, 1.544 Mbps, and 45 Mbps. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Titles 2001, 2003, & 2005).
Qwest does not offer Frame Relay SVC services (VCC/VCP) service.
Qwest Intrastate and Interstate Frame Relay Service includes **Permanent Virtual Circuits (PVCs)** as a component. PVCs establish a logical connection or virtual path between the customer's originating and terminating data terminal equipment devices. Data Link Connection Identifiers (DLCI) in the Frame Relay network identify a PVC. Each DLCI is located within the address field of the standard Frame Relay protocol structure and is unique to a specific location. Multiple PVCs can be provisioned on a single customer's access link/local loop. The customer's Frame Relay termination equipment and the Frame Relay node exchange data via the pre-established PVCs. The FRS local access bandwidth is dynamically allocated on a PVC basis to multiple customer applications as needed. Frame Relay access links are available as DS-0, DS-1, and DS-3. Port Speeds available are 56/64 Kbps, Fractional 1.544 Mbps, 1.544 Mbps, and 45 Mbps. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Titles 2001, 2003, & 2005.
Qwest does not offer Switched Virtual Circuit (SVC) Services (DS1-3 and OC3-192) service.
High Speed Internet Service (HSI) ***High Speed Internet Service (HSI) Host*** is the "hub" and the associated HSI Subscriber services are the "spokes." The HSI Host service connects multiple HSI Subscriber locations. The HSI Host selected by a HSI Subscriber must be service ready before an order for the HSI service can be placed. The ISP/HSI Host is responsible for all higher layer service including the TCP/IP addressing strategies. Dynamically or statically assigned TCP/IP addresses are served from the ISP host. ***Rate Adaptive HSI*** service offers customers download speeds ranging from 256 Kbps on the low end to 40 Mbps on the high end and upload speeds ranging from 256 Kbps (low-end) to 20Mbps (high-end). Availability and speeds are dependent upon the service address being disclosed and qualified. The connection speed is established when the Voice/Standalone HSI line syncs up or is set by a signal from the central office. Customer-owned equipment located at the HSI subscriber's premises and at the central office allows the traffic between the customer and the central office to be accepted. It can separate and send concurrent data and voice traffic over a telephone line or just send data directly with Stand Alone service. The HSI subscriber's voice and/ or data are transmitted over the telephone/ Stand Alone HSI line to the nearest central office. When HSI services are provisioned over a voice line the equipment at the central office is able to split data and voice components. In those instances voice transmissions are sent to the PSTN but data is transferred to a high-speed Qwest ATM/ Broadband fiber network and or delivered to an Internet service provider or corporate DSL host's LAN. In this instance moving data traffic off the PSTN and onto the Qwest ATM/Broadband fiber data

network, voice traffic avoids the extended hold times caused by data transmissions on voice switches, while data traffic avoids the bandwidth limitations of voice switches. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 2011.

ATM provides transport in which customer information travels across a single physical access link (local loop) connecting the customer to the Qwest network at an ATM service point. The information (data, video, Internet, and/or voice) is segmented into fixed length cells of 53 bytes (5-byte header and 48-byte user payload). It is this fixed length cell that gives ATM its efficiency at transporting data quickly. At the ATM service point, information is sent across virtual logical connections simultaneously to multiple destinations. ATM Service offers access speeds including 1.544 Mbps (DS-1), 3-12 Mbps (NxDS-1 IMA), 45 Mbps (DS-3), 155Mbps (OC-3, and 622 Mbps (OC-12). Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Titles 2015 & 2017.

There are five standards-based ATM Quality of Service (QoS) levels supported:

- ***Constant Bit Rate (CBR):*** Provides the highest service priority and is designed to support real-time applications requiring a fixed amount of bandwidth. CBR offers a Peak Cell Rate (PCR) that is guaranteed and given the highest priority through the network. CBR is recommended for circuit emulation, video, and voice applications.
- ***Variable Bit Rate real time (VBRrt)***: Is intended for real-time applications where each end connection maintains a timing relationship. VBRrt features a high delivery rate with a very low threshold for delay and delay variation. The types of applications supported are packetized voice or video, near real-time video, Systems Network Architecture (SNA), and time-sensitive data. VBRrt is not offered on DS-1 and IMA.
- ***Variable Bit Rate non real time (VBRnrt):*** Is designed for applications that can tolerate delay variation and have "bursty" traffic characteristics. . VBRnrt can be used to support mission-critical data such as WAN/VPN connectivity, internetworking, Web hosting, and e-commerce.
- ***Available Bit Rate (ABR):*** Is designed for non-real time applications that can tolerate delay and delay variation. ABR is recommended for LAN interconnection, FTP, Internet browsing, e-mail, WAN data transport, and extranet access. ABR is not offered on DS-1 and IMA.
- ***Unspecified Bit Rate (UBR):*** Is a "best effort" service and provides no service guarantees. UBR supports non-mission critical data such as LAN emulation, remote access, fax, e-mail, Internet/intranet access, and file transfers

In some service areas, Qwest offers an additional logical ATM connection called a **Switched Virtual Circuit (SVC)**. Unlike PVCs, SVCs are only connected when data is transmitted and the connection is torn down when transmission is finished. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 2019.

Qwest Metro Optical Ethernet (QMOE) is a Layer 2 data transport service that combines the power of Ethernet and optical technologies across metropolitan area networks (MANs) to provide low cost, scalable and secure bandwidth. Qwest QC Metro Ethernet provides local are network (LAN-to LAN connectivity between two or more customer locations within a metro area. The Qwest solution is based on distributed Layer 2 switching and shared transport data bandwidth, and is suitable for data applications. The service can be both point-to-point and multipoint service. Scalable bandwidth increment range from 3 Mbps to 1 Gbps. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Titles 2021 & 2023.

Qwest offers a suite of **WAN services** that simplifies complex data communications and constructs flexible solutions that transcend the underlying technologies, permitting universal access to a converged networking environment A Qwest WAN solution consists of a secure, managed, fully interoperable, and scalable suite of global WAN services. It is based on high performance network platforms designed to minimize network management as well as the operational and financial burdens imposed by other WAN and security technologies. The service is designed for worldwide intra- and/or inter-company communications utilizing the latest multi-protocol label switching (MPLS) network technology.

To facilitate access into their network, customers have the option of Qwest ports with a variety of port speeds, ranging from 56 Kbps to 2.4 Gbps. The following port types are available in fractional or full speeds:

- DS-1 (1.544 Kbps)
- DS-3 (45 Mbps)
- NxDS-1 (3-12Mbps)
- OC-N (155 Mbps and up)
- Ethernet (10 Mbps)
- Fast Ethernet (100 Mbps)
- Gigabit Ethernet (1,000 Mbps).

Customers also have a choice of three unique port bundles. Different features are included within each bundle, but no incremental charges will be incurred when available features are selected. As customers require different levels of feature functionality, they can switch to another port classification.

- ***Public/Tier 1 Internet Port:*** Is scalable and customized to the customer's needs from high volume e-mail and application hosting to e-commerce applications and multimedia streaming. When combined with other value-added services such as Web hosting, application services and professional services, Qwest provides a powerful solution for tapping the full power of the Internet. Port options available with the Internet Port service include security, diversity, network management services, e-mail service and mail storage. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Titles 3007, 3009, 3011 & 3013.
- ***Private Port:*** Provides WAN connectivity between customer locations. Customers have the option to allocate traffic to point-to-point Layer 2 connections or Layer 3 MPLS. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 2027.
- ***Enhanced Port:*** Provides all of the functionality of both a Public Port (Internet) and a Private Port in a consolidated communications solution. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 2029.

WDWDM service is an optical wavelength product offering that utilizes dense wave division multiplexing (DWDM) technology. WDWDM Long Haul provides high capacity bandwidths of 2.5 Gbps and 10 Gbps. Customers requiring a protection path can purchase a second wavelength and implement protection switching by the customer's equipment. WDWDM provides transparency for network management purposes and this is a fully managed service. The customers are relieved of the burden of managing their own fiber and repeater stations - as in dark fiber solutions. In addition, WDWDM can provide a viable alternative where dark fiber is not available. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 2039.

WDM Network is a wavelength (Lambda) solution that addresses a range of dense wave division multiplexing (DWDM) transport applications from long haul to ultra-long-haul applications. Qwest's Metro WDM offers 2.5G (OC-48) or 10G (OC-192) high-speed, unprotected wavelength services for customers who need high capacity transport and want greater control and visibility of their broadband services. This offering supports SONET and synchronous digital hierarchy (SDH) protocols. Qwest Metro WDM is a more economical alternative to SONET and dark fiber solutions. This is a fully managed service that relieves customers of the burden that comes with managing their own fiber and repeater stations, as in dark fiber solutions. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 2039.

Please see the description of Private Line SONET Transport in 1.3.1, SONET Section. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Titles 2041 & 2043.
Please see the description of Private Line SHNS in the 1.3.1, SONET Section. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Titles 2045 & 2047.
Please see the MDWDM description provided in the 1.3.1, SONET Section. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Titles 2031 & 2033 – See 1049 & 1051; 2035 see above.
HDTV-Net is a one-way, point-to-point, high definition video service, provided over standard fiber optic facilities. The service provides the transmission of real-time standard definition and high definition digital video signals. Following are the transmission speeds for HDTV-Net video services: • 19.4 Mbps service utilizes a Synchronous Serial Interface (SSI) • 270 Mbps service has two interface options: - Serial Digital Interface (SDI) - Digital Video Broadcasting – Asynchronous Serial Interface (DVB-ASI) • 1.48 GBPS – High Definition – Serial Digital Interface (HD-SKI). Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 2049)
Broadcast Video – TV1 provides one-way transmission capability for a standard 525-line/60 field System M – National Television Systems Committee (NTSC) RS-250c color, video signal. The service is a point to point service that provides zero to four audio channels. These channels can be diplexed or non-diplexed. The bandwidth of diplexed signal is 30HZ to 4.2MHz. Audio signals are sold as options. Audio Interface options include: • One, two, three or four non-diplexed (separate pair of wires per channel) 15 kHz audio signals; or • Zero, one or two diplexed 15 kHz audio signals (no separate pair of wires per channel). Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 2051.

1.3.3. Category Three – Unregulated Value-Added Services

Products and Services
Domestic and International Voice Services provide high quality long distance service over the Qwest Fiber Network. Available for call origination within the continental United States for calls terminating in the U.S. and over 250 international countries, an outbound voice customer may have switched or dedicated access. With either form of access, once calls are delivered to a Qwest switch they are delivered over the public switched telephone network. Virtual network services **(VNS)** are Qwest's premier services for long distance and international calling. The services offer multi-location companies the convenience, cost savings and control that are achievable only with a virtual network. **world Card** is a cost-effective, convenient calling card designed especially for business travelers. To use this calling card, callers key a toll free access number and enter their authorization code. Callers can use special speed-dialing features if desired and follow voice prompts if needed.

Toll Free offers standard or custom toll free packages that allow businesses to maximize customer satisfaction. The Qwest Fiber Network provides toll free connectivity that is flexible, reliable, and scalable. Toll Free is available as a standalone product or as an integral part of the Qwest Call Center portfolio of products and services.

Dedicated Toll Free calls differ from switched toll free calls only on the terminating end of the call. A "dedicated" call originates in the same way as a switched call; the caller's LEC locates the carrier for the called number. The dedicated number has dedicated connectivity to the Interexchange Carrier (IXC). Since this connection bypasses the terminating LEC, there is no terminating charge to the IXC. Qwest also offers switched 8XX service. A switched 8xx call originates and terminates over LECs. The IXC in the middle of the link transports the call between LATAs and provides any enhanced services available for that number. Since the IXC is charged for access on both the originating and terminating ends. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3001.

International Voice Toll provides high quality international long distance service over the Qwest International Voice Network with competitive, market-based pricing. Qwest's International Voice Network is built upon an industry leading network architecture to provide the quality of service to meet the complex needs of commercial customers. International traffic routing is proactively monitored and managed on a real-time basis to ensure quality of service.

world Card is a cost-effective, convenient calling card designed especially for business travelers. To use this calling card, callers key a toll free access number and enter their authorization code. Callers can use special speed-dialing features if desired and follow voice prompts if needed. The calling card can be used to place international to domestic and international to international calls. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3003.

Intelligent Call Routing is a network-hosted Intelligent Call Manager (ICM) service that directs incoming toll-free calls to the appropriate destination directly from the toll-free network. The intelligent call routing feature communicates with premises-based call centers to determine the location, group, or individual best available to handle the incoming call. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3005.

Please refer to Section 1.3.2, for the overview of Qwest WAN services, including MPLS.

- ***Public/Tier 1 Internet Port:*** Is scalable and customized to the customer's needs from high volume e-mail and application hosting to e-commerce applications and multimedia streaming. When combined with other value-added services such as Web hosting, application services and professional services, Qwest provides a powerful solution for tapping the full power of the Internet. Port options available with the Internet Port service include security, diversity, network management services, e-mail service and mail storage. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3007, 3009, 3011 & 3013.
- ***Enhanced Port:*** Provides all of the functionality of both a Public Port (Internet) and a Private Port in a consolidated communications solution. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 2029 and 3015.

Voice Messaging Service is an enhanced service that answers incoming calls placed to a customer when their telephone is busy or not answered. The subscriber's line forwards calls to a Call Forward Number (CFN) which terminates at a Voice Response Unit (VRU) located in a centralized Qwest location. Qwest Voice Messaging Service allows customers to record a personal greeting of up to 90 seconds in length. After listening to the greeting the caller then has up to three minutes to leave a detailed message. Qwest Voice Messaging Service utilizes the existing PSTN. A customer can subscribe to Qwest Voice Messaging Service as long as the customer has touch-tone service and is in an NPA NXX where the service is available. Product Pricing can be

found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3019.

Qwest Voice Messaging Service offers a Volume Discounted Pricing Plan.

Web Based Contact Center is an interactive voice response (IVR) and speech recognition platform that integrates with customer applications, developed using the industry standard Voice xML programming language. The Web-based contact center can work as a stand-alone application platform, or integrate with customer Web applications and databases, automatic call distribution (ACD) and other vendor IVRs using computer telephony integration (CTI). Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3023.

Managed Contact Center is a network-hosted contact-center service that provides a virtual contact center operation without the complex integration of multiple premises-based platforms. This service uses the Qwest network to route calls utilizing direct network-to-agent, skills-based routing, based on the customer's business rules, without requiring premises-based equipment.

Qwest's Managed Contact Center can be customized to adapt to the business needs of the customer to manage inbound, outbound, e-mail, and Web-based transactions through universal queuing and reporting capabilities. This service has the ability to route calls to any agent, anywhere; via Centrex, PBX, analog, ISDN, POTS, cellular, VoIP or PC desktop phones, working in the office or at home. With Qwest Managed Contact Center's virtual contact center capabilities, agents can be centralized or widely dispersed and can be configured to support even the largest of agent populations. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3025.

Operator Services allows employees and guests to make calls within the United States and to most International countries. The calls are billed based on the payment method selected by the end user -- the originating line does not incur a charge at any time. Examples include calling card, collect, credit card, and third party. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3029, 3031, 3033, & 3035.

Directory Assistance

Qwest National Directory Assistance (NDA) Service provides the calling party with:

- Telephone numbers available from Qwest's NDA Operator for the 50 United States – a maximum of two requests per call
- Information that the subscriber has requested the number not to be given out to the public
- Information that the name requested does not appear on the records
- Information regarding the address/zip code associated with the telephone number request

Payphone

Qwest Operator Services allows payphone end users to make calls within the United States as well as to most international countries. The calls are billed based on the payment method selected by the end user -- the originating line does not incur a charge at any time. Examples include collect, calling card, credit card and third party. Qwest offers multiple rate and commission plans to meet the diverse needs of our clients. If a customer signs a Qwest Operator Services contract they can select the rate table they want based on their traffic and a predetermined percent commission would be paid back to the customer.

Qwest **Audio Conferencing** is a fast, flexible way to meet and immediately exchange information. There is also the potential to save time and reduce travel costs. This service provides a fully digital bridging network comprised of 40,000 ports that allow calls via toll or toll-free dialing options. Conferencing supports U.S.-based and international calls.

Qwest Conferencing offers customers a variety of conference connection options, including:

- ***Reservationless Audio Conferencing*** - This service is a flexible and cost-effective conferencing solution that is secure and easy to use. Because it is an automated, self-service solution, you have total control of each and every call, allowing you to conduct meetings anytime you need to from absolutely anywhere.
- ***Operator Assisted Conferencing*** - Qwest's Operator Assisted service supports your traditional scheduled, operator assisted audio conferencing needs. This type of call service suits conference calls that require the security of call screening and a locked conference door.
- ***Event Conferencing*** – An ideal service engineered for high profile, critical announcements geared to serve hundreds or even thousands of remote participants. Our dedicated staff will provide you with personal assistance including skilled consulting, scheduling, monitoring and post-event reporting. This high-touch service can also include Web components, enabling you to greatly enhance your message with visual elements.

One of the services available under Operator Assisted Conferencing is Translation: The entire content of a call can be translated from English into as many as 140 languages. Translation is available 24 hours a day, seven days a week. There is an additional fee for this service. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3037

Mobility is powered by a *platform independent* remote access management system. By integrating a user-friendly client with a powerful intranet portal, this system helps organizations take control of their remote access VPNs to make them more cost-effective and easy to use, manage and distribute.

Qwest's remote access management system is a feature-rich virtual assistant designed to enhance a customer's ability to manage the remote office and its end-users. It is a "bandwidth-agnostic" solution that allows users to connect back to their secured LANs via any available bandwidth option (dial-up, WiFi, broadband, etc.), all from a single client interface. This is a powerful advantage for those Enterprise customers that are having trouble managing many different software and access platforms depending on where and how their users get connected. Customers can also load and distribute any legacy ISP connectivity they may already have in addition to the Qwest-provided Dial Access Networking phonebooks provided with the service which means customers can decide how *they* want to use the service, and maximize their remote access services. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3039.

Integrated T-1 is an IP-based solution that integrates local and long distance voice with Internet access on a single connection. It uses VoIP technology to provide customers with the advantage of using the entire circuit for Internet access when phones are not in use. Voice traffic has priority over data. When phones are in use, the bandwidth is automatically allocated from data to voice.

Integrated Access is designed to meet the voice and data needs of small and medium business locations. Customers have access to the Internet for data and Internet voice calls and to the gateway used to make calls to end users on the public switched telephone network (PSTN). Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3041

Hosted VoIP is an IP application that provides real-time, two-way voice capability in IP over a broadband connection. Hosted VoIP offers a new fully-hosted service that replaces the need for a premises-based phone system and the multiple vendors required to provide popular applications like voice mail and integrated messaging. The features and applications are delivered to a customer's handset via a single dedicated Internet access pipe. These features can be individually customized by the user through a personalized Web portal. For the business, the solution provides centralized management and control, allowing the business to perform their moves, adds, and changes (MACs) from an Internet connection.

This solution is hosted on Qwest's carrier-grade network, not the Internet. The applications were built with a browser-based model in mind, making it easy for the customer to administer, manage, and update their features (such as speed dial keys, handset templates, and MACs). Therefore, a PBX is not required, only phones. Qwest

Hosted VoIP service gives the users the same voice quality to which they are accustomed with their own PBX – unlike other VoIP solutions that may transport voice traffic over the Internet. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3041.

Managed Security Services include:

- ***Custom Managed Firewall Service***: 24 x 7 monitoring and management of customer- owned equipment
- ***Intrusion Detection Service (IDS)***: 24 x 7 security monitoring and response.
- ***Managed Cisco Security Agents (CSA):*** 24 x 7 management and monitoring of CSA for host- based intrusion prevention
- ***Managed SecurID/RSA Tokens:*** 24 x 7 management of SecurID two-factor authentication
- ***Continuous Vulnerability Management (CVM):*** Internal sensor periodically scans servers for potential vulnerabilities. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3043

Professional Security Services provides professional services expertise and managed services tools to help customers cost-effectively manage risk to critical information assets. Services include:

- ***Security Analysis Services***: External Penetration Testing, Vulnerability Assessments, and Corporate Internal Vulnerability Assessment
- ***Security Support Services***: Include Onsite Incident Response, Special Investigations, and Security Consulting. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3045.

iQ Network Management Services is a comprehensive, integrated package of products and services that offers complete solutions for managing data, voice and video networks. Network Management is backed by a highly trained team of Qwest technicians and experts in network management and maintenance and by a strong group of business relationships. Qwest provides a comprehensive service, including integrated ordering process, and invoice and customer care/network operations center (NOC) support. The instrumental part of this service is in-band monitoring/management tools.

Qwest has extensive experience and knowledge in network design and integration, along with the knowledge necessary to develop methods, procedures, and tools to cohesively and comprehensively manage your data network. Customers can select from the following service options:

- **Select**
  - Network inventory and topology map
  - In-band 24 x 7 monitoring of customer devices and Qwest data transport
  - Fault management to isolate and correct any troubles
  - Configuration management services including: design, provisioning, backup, comparison and restoration
  - Online reports documenting network performance
  - Web-based portal for access to ticketing system, reports, inventory and topology map
- **Comprehensive:** Includes all of the features of Integrated Management-Select plus:
  - 24 x 7 monitoring of non-Qwest transport

Total customer agency for resolving issues with non-Qwest transport and CPE. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3047.

Managed Internet Protocol Telephony (IPT) (HUCS – Hosted Unified Communications) is a managed IP PBX-based Internet telephony offering that is available as a fully-bundled solution or as a management service only. Using industry-leading hardware, the fully-bundled solution includes handsets, IP voice-enabled switches, inline power supplies, gateway routers, call managers, and PSTN gateways, plus other equipment necessary to enable an IP telephony environment. Configuration and management includes device monitoring, dial plan creation and management, survivable remote site telephone (SRST) configuration, integration to new and legacy voice mail application, as well as other set-up and ongoing maintenance functions of the equipment and associated applications.

The first phase of this service offers Cisco® architecture for voice, video, and integrated data (AVVID) IPT deployments. Future phases will address other IPT vendor solutions. The fully-bundled solution (including software, hardware, installation, maintenance, monitoring, and management) is available only in the domestic U.S. The management-only solution (network assessment, 24 x 7 monitoring and incident management, reporting, secure VoIP operations, maintenance and change management, and proactive QoS management) is available domestically and internationally. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3049.

Managed Solutions offers clients a customized solution that unifies the customer's network into a converged platform that supports voice, video and data. Through a fully-bundled IPC service that includes a convergence readiness assessment, OneFlex Managed IPC provides all necessary hardware, software, licenses, installation, maintenance, and 24/7 proactive application management and monitoring. The charge for this service is an all-inclusive monthly recurring charge (MRC) per managed port. Since Qwest provides all elements as a part of the service, the customer can avoid the large capital expense associated with buying the CPE. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3051.

Managed Applications supports and hosts customer's applications alleviating stress in customer's internal resources. Managed Applications handles set up, provisioning, performing ongoing maintenance and upgrades of you Managed Applications infrastructure. Applications are housed in a fully redundant, state-of-the-art data center. Services include E Commerce, storage and backup services, advanced messaging of Hosted Exchange®, team oriented web sites for information sharing and collaboration, web mail for accessing e-mail from any internet connection, and Fax over e-mail. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3052.

Traffic Data Report Service (TDRS) provides customers with a printed summary of their traffic data on certain network facilities, (e.g., individual access lines, multi line hunt groups, network access registers, CENTRON system features, etc.). Reports are available on a once a week, once a month, or an ongoing basis. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3055.

Telco Collocation Service offers Qwest IP and transport customers the option to lease space in a Qwest point of presence (POP), a remote collocation site or a collocation hotel. These facilities are located in unregulated locations and are not located within the Qwest's regulated central offices. Qwest provides space and DC power adapted for telecom equipment that is physically or virtually adjacent to the Qwest transport backbone. Qwest provides collocation as a bundled service available only as an enhancement to the customer's IP and transport offerings. It is also available in the transactions involved with dark fiber sales transactions.

When coupled with Qwest transport, Qwest Telco Collocation provides secure, high-speed access at a DS-3, OC-3 or a higher rate without incurring the cost of leasing lines to get to the POP. High-usage collocation customers can provide services to their clients faster and with more reliability than by using alternative carrier options. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3057.

Dedicated Hosting physically locates and manages the customer's hardware and system software to support their Internet applications, such as corporate intranet/extranet, video streaming, or e-commerce. Dedicated Hosting Services enable companies to outsource their Web presence in order to focus on their core enterprise and still gain the business advantages of Web hosting technology. Web servers are located in secure, state-of-the-art, Qwest facilities and are directly connected to the OC-48/OC-192 Qwest Fiber Network.

Qwest offers a comprehensive suite of Dedicated Hosting solutions to meet virtually every customer need. These solutions include basic collocation services, monitoring and two levels of management services. Qwest provides a Custom Hosting offering for those customers with unique support requirements. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3059.

Telecommunications Service Priority (TSP) is the regulatory, administrative, and operational system which authorizes and provides priority treatment in the provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services.

NSEP Service refers to telecommunications services that are needed to maintain a state of readiness. They are used to respond to and manage any event or crisis (local, national, or international) that: causes or could cause injury or harm to the population; causes, or could cause damage to or loss of property; threatens the NSEP posture of the United States. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3061.

Disaster Recovery Solutions provide customers with flexible data recovery options that give customers greater flexibility in recovering their data in the event of a disaster and offers end-to-end business resumption options ranging from simple infrastructure restoration to application recovery and restoration. In addition, Qwest's disaster recovery solutions now include:

- ***Business Continuation Routing (BCR)***: An AIN based call forwarding service that allows a business to reroute their incoming voice calls to an alternate site, or to individual alternate telephone numbers in the event of an emergency. The primary intent is to provide customers with the ability to develop and pre-program a disaster recovery capability.
- ***Flexible and mobile disaster recovery locations:*** Data recovery can now be executed from the customer premise, a Qwest hosting facility or an alternate location giving businesses greater flexibility to tailor a recovery location and time suited for their business needs.
- ***Quick-ship delivery of disaster recovery equipment:*** Qwest can deliver full-functioning data centers anywhere in the United States within 24 hours providing businesses with swift recovery options sent directly to their door. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3063.

Network Reconfiguration Service allows the customer to remotely control the reconfiguration of Private Line Transport Service (analog or digital) on a near real-time basis via a digital cross connect device (Digital Cross-connect System - DCS). It is available for use with Interstate and Intrastate Private Line Transport services. Product Pricing can be found on the corresponding workbook as listed in "TELECOM SVCS RFP TABLE OF CONTENTS 2010 04.15.xls", Column C, Title 3065 & 3067.

The service is achieved by using point to point channel segments. All segments originate at a DCS and terminate at a designated customer premises or another DCS. Each segment is identified independently and is considered to be an overall end-to-end circuit.

Two segments are cross-connected within the DCS(s) to form a completed connection via commands from the network controller. The network controller located in Thornton, Colorado relays customer instructions to the DCS for all fourteen states. The customer can communicate with the network controller in two ways:

- Web access (Interface/GUI)
- Attendant Access

1.4. Geographic Areas

Contractor shall be obligated to sell in the following geographic areas – Arizona Counties (Tables 1.4.1.).

1.4.1. Geographic Areas Served

Geographic Area
Qwest reads, understand, and will comply. Qwest will provide products and services in Apache County.
Qwest reads, understand, and will comply. Qwest will provide products and services in Cochise County.
Qwest reads, understand, and will comply. Qwest will provide products and services in Coconino County.
Qwest reads, understand, and will comply. Qwest will provide products and services in Gila County.
Qwest reads, understand, and will comply. Qwest will provide products and services in Graham County.
Qwest reads, understand, and will comply. Qwest will provide products and services in Greenlee County.
Qwest reads, understand, and will comply. Qwest, along with its ILEC Team Members, will provide products and services in La Paz County.
Qwest reads, understand, and will comply. Qwest, along with its ILEC Team Members, will provide products and services in Maricopa County.
Qwest reads, understand, and will comply. Qwest, along with its ILEC Team Members, will provide products and services in Mohave County.
Qwest reads, understand, and will comply. Qwest, along with its ILEC Team Members, will provide products and services in Navajo County.
Qwest reads, understand, and will comply. Qwest, along with its ILEC Team Members, will provide products and services in Pima County.
Qwest reads, understand, and will comply. Qwest, along with its ILEC Team Members, will provide products and services in Pinal County.
Qwest reads, understand, and will comply. Qwest will provide products and services in Santa Cruz County.
Qwest reads, understand, and will comply. Qwest will provide products and services in Yavapai County.
Qwest reads, understand, and will comply. Qwest will provide products and services in Yuma County.

1.5. Product and Service Categories by Geographic Area

Geographic Area	Category One – Regulated Transport Services	Category Two – Unregulated Transport Services	Category Three – Unregulated Value-Added Services
Apache County	X	X	X
Cochise County	X	X	X
Coconino County	X	X	X
Gila County	X	X	X
Graham County	X	X	X
Greenlee County	X	X	X
La Paz County	X	X	X
Maricopa County	X	X	X
Mohave County	X	X	X
Navajo County	X	X	X
Pima County	X	X	X
Pinal County	X	X	X
Santa Cruz County	X	X	X
Yavapai County	X	X	X
Yuma County	X	X	X

Products and Services available by Geographic Area shall be indicated by an "X".

1.6. Supplementing Products and Services

Products and Services available under the Contract are limited to the Categories included herein. Based on technological advances and/or expanded capabilities and infrastructure, the Contractor may add supplemental Products and Services to the Contract, to those Categories originally awarded. Products and Services in a Category that was not originally awarded shall not be added or supplemented. The addition of new Products and Services under the Contract shall be the State's discretion.

1.7. Expanding Geographic Availability

Geographic Availability under the Contract is limited to the areas included herein. Based on technological advances and/or expanded capabilities and infrastructure, the Contractor may add supplemental Geographic Areas to the Contract. The State may allow for the addition of new Geographic Areas after initial Contract award so long as the Prices and Pricing in the new Geographic Area are no more than ten percent (10%) greater than the highest Prices and Pricing in a Geographic Area already awarded under the Contract. The addition of new Geographic Areas under the Contract shall be the State's discretion.

CONTRACT AMENDMENT SUMMARY

Contract **ADSPO10-000402**

AMENDMENT NUMBER ONE (1)
Telecommunication Carrier Services

State Procurement Office
100 North 15th. Avenue, Suite 104
PHOENIX, ARIZONA 80007

(602) 542-9134

Procurement Officer
Stacy Ingalls

This Amendment, being completed via a bilateral change order in the ProcureAz system, shall have the effect of extending the time period within the Scope of Work in section 1.8.1.1 titled Transition Period to extend the cut-over period for an additional 60 days on Mandatory customers. The amendment was completed via a bilateral amendment through ProcureAz and is effective upon completion of the change order process in ProcureAz. This amendment summary shall be located in the attachment section of this contract located in ProcureAz, the State of Arizona on line Procurement Portal (www.procure.az.gov).

All other terms and conditions of the contract shall remain in effect.

Contractor Name: Qwest Communication Corp
20 E Thomas Rd
17th Floor
Phoenix, AZ 85213
Phone: (602)512-2528
FAX: (602)279-5250

CONTRACT AMENDMENT SUMMARY

Contract **ADSPO10-000402**

AMENDMENT NUMBER THREE (3)
Telecommunication Carrier Services

State Procurement Office
100 North 15th. Avenue, Suite 104
PHOENIX, ARIZONA 80007

(602) 542-9134

Procurement Officer
Stacy Ingalls

This Amendment is being completed via a bilateral change order in the ProcureAz system. To ease the facilitation of E-Rate filing, this Amendment shall have the effect of extending the contract for 12 months. The new expiration date is September 21, 2014.

This Amendment shall also have the effect of adding Citizerns/Frontier communications as a subcontractor and removing South Central Utah Telephone and TDS as subcontractors. Please see updated Subcontractor document in the attachment section titled: Attachment_7_Subcontractors_revised022211.doc

This Amendment shall also have a technical correction of adding Attachments 80-100 that did not upload into the contract due to an error by Qwest in their response to the proposal

This amendment is effective upon completion of the change order process in ProcureAz. This amendment summary shall be located in the attachment section of this contract located in ProcureAz, the State of Arizona on line Procurement Portal (www.procure.az.gov).

All other terms and conditions of the contract shall remain in effect.

Contractor Name: Qwest Communication Corp
20 E Thomas Rd
17th Floor
Phoenix, AZ 85213
Phone: (602)512-2528
FAX: (602)279-5250

Qwest
Spirit of Service℠

Carrier Service Order

CSO Number AZSTATE

Product ordered Intrastate DS1

Term 60 Months

Quantity Ordered 2
(Additional Order Detail must be attached)

Total Monthly Recurring Charge $391.92

Total Non-recurring Charge $1,360.00

This CSO (Carrier Service Order) is a supplement to the Telecommunications Carrier Services Agreement ADSPO11-000402 ("Underlying Agreement") with the State of Arizona (Qwest Content ID: 336562) between Gila County Government and **Qwest Communications Company, LLC** for the provisions of service. Pricing for this CSO is based on 1019 AZ QC INTRA ANALOG PRIVATE LINE 05.13.10 as found in Attachment 3, titled Prices and Pricing, in the Underlying Agreement[1]. This supplement is effective on the date service becomes functional ("Effective Date"). The customer represents and certifies that it controls, is controlled by, or is in common control with the Underlying Agreement as noted above.

Customer: Gila County Government

Customer Signature
Date
Printed Name Tommie C. Martin,
Printed Title Board Chairman
Phone Number
Address 1400 E. Ash St.
Globe, AZ 85501

Qwest Communications Company, LLC
acting on behalf of itself and as agent for its affiliates

Qwest Signature
Date 8/18/16
Printed Name Kimberly Marona
Printed Title GES Manager
Phone Number 602-512-2527
Address 20 E Thomas Rd, 17th Floor
Phoenix, AZ 85012

E-rate SPIN Number: 143005231

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

[1] Rates based on State of Arizona Telecommunications Carrier Services Agreement ADSPO11-000402. To verify eligibility, please visit http://www.spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government

CenturyLink™
Stronger Connected™

Pricing Quote Detail

Intrastate DS1

Name: Gila County Government

Date: August 17, 2011

NPA/NXX 928/425

Company	Product	Description	Qty	60 month Rate Unit Price	60 Month Total	One - Time Installation
QC	**Intrastate DS1**	Point to point circuit	2	$195.96	$391.92	$1,360.00
					$391.92	**$1,360.00**

Account	Location A	Location Z	USOC		
J-928-445-0414-387	1400 E ASH, GLOBE,AZ	700 HACKNEY AV, GLOBE, AZ		1	$195.96
J-928-474-0001-602	108 W MAIN ST, PAYSON, AZ	257100 E AZ HIGHWAY 260, STAR VALLEY, AZ		1	$195.96

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Qwest
Spirit of Service™

Carrier Service Order

CSO Number 336562-AZSTATE

Product ordered QC- Intrastate Flat Business Lines

Term 60 Months

Quantity Ordered 108
(Additional Order Detail must be attached)

Total Monthly Recurring Charge $2,444.45

Total Non-recurring Charge $0.00

This CSO (Carrier Service Order) is a supplement to the Telecommunications Carrier Services Agreement ADSPO11-000402 ("Underlying Agreement") with the State of Arizona (Qwest Content ID: 336562) between Gila County Government and **Qwest Communications Company, LLC** for the provisions of service. Pricing for this CSO is based on 1003 AZ QC INTRA QWEST LOCAL BUSINESS LINES 05.13.10 as found in Attachment 3, titled Prices and Pricing, in the Underlying Agreement[1]. This supplement is effective on the date service becomes functional ("Effective Date"). The customer represents and certifies that it controls, is controlled by, or is in common control with the Underlying Agreement as noted above.

Customer: Gila County Government

Customer Signature
Date
Printed Name **Tommie C. Martin,**
Printed Title Board Chairman
Phone Number
Address 1400 E. Ash St.
Globe, AZ 85501

Qwest Communications Company, LLC
acting on behalf of itself and as agent for its affiliates

Qwest Signature
Date 8/18/11
Printed Name Kimberly Marona
Printed Title GES Manager
Phone Number 602-512-2527
Address 20 E Thomas Rd, 17th
Phoenix, AZ 85012

E-rate SPIN Number: 143005231

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

[1] Rates based on State of Arizona Telecommunications Carrier Services Agreement ADSPO11-000402. To verify eligibility, please visit http://www.spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government

CenturyLink™
Stronger Connected™

Pricing Quote Detail
Business Lines

Name: Gila County Government

Date: August 17, 2011
NPA/NXX 928/425

Company	Product	Description	Qty	60 month Rate Unit Price	60 Month Total	One - Time Installation
QC	**Business Line (1FB)**	Business Line	34	$20.50	$697.00	$0.00
	Additional Business Line (AFK)	Additional Line	17	$20.50	$348.50	$0.00
	Choice Business Package (PGOQL)	Choice Package	23	$26.59	$611.57	$0.00
	Choice Business Plus Package (PGOQM)	Choice Plus Package	12	$28.49	$341.88	$0.00
	Choice Business Add-A-Line (PGOQN)	Choice Add-A-Line	22	$20.25	$445.50	$0.00
					$2,444.45	**$0.00**

Account	Location	Line	USOC		Rate
928-402-0315-055	1323 N AZ Highway 188, Globe, AZ	928-402-0315	1FB	1	$20.50
928-402-9481-088	5891 E HOPE LN, GLOBE, AZ, 85501	928-402-9481	1FB	1	$20.50
928-425-0694-671	1400 E ASH ST, GLOBE, AZ, 85501	928-425-0694	1FB	1	$20.50
928-425-8110-574	5515 S APACHE AVE, GLOBE, AZ, 85501	928-425-8110	1FB	1	$20.50
928-476-3350-255	1321 BUCKHEAD MESA LANDFILL RD, PINE, AZ, 85544	928-476-3350	1FB	1	$20.50
		928-476-3365	AFK	1	$20.50
928-468-8056-725	107 W FRONTIER ST, PAYSON, AZ, 85541	928-468-8056	PGOQL	1	$26.59
928-425-4462-737	700 W SHELTER LN, GLOBE, AZ, 85501	928-425-4462	PGOQM	1	$28.49
928-402-8250-744	5515 S APACHE AVE, GLOBE, AZ, 85501	928-402-8250	PGOQM	1	$28.49

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government

Pricing Quote Detail
Business Lines

Name: Gila County Government

Date: August 17, 2011
NPA/NXX 928/425

928-541-9340-474	8128 E STATE ROUTE 69 , PRESCOTT VALLEY, AZ, 86314	928-541-9340	1FB	1	$20.50
		928-717-6008	AFK	1	$20.50
928-474-9652-726	107 W FRONTIER ST, PAYSON, AZ, 85541	928-474-9652	PGOQL	1	$26.59
928-474-5341-439	714 S BEELINE HWY, PAYSON, AZ, 85541	928-474-4791	PGOQM	1	$28.49
		928-474-5341	PGOQM	1	$28.49
928-425-7800-032	437 S FOURTH ST, GLOBE, AZ, 85501	928-425-2412	PGOQM	1	$28.49
		928-425-2614	PGOQL	1	$26.59
		928-425-3337	PGOQN	1	$20.25
		928-425-7800	PGOQM	1	$28.49
		928-425-7803	PGOQN	1	$20.25
928-474-0728-111	600 S GREEN VALLEY PKWY, PAYSON, AZ, 85541	928-472-9526	AFK	1	$20.50
		928-474-0728	1FB	1	$20.50
		928-474-3713	AFK	1	$20.50
		928-474-9361	AFK	1	$20.50
928-402-8195-452	1400 E ASH ST, GLOBE, AZ, 85501	928-402-4722	AFK	1	$20.50
		928-402-8195	1FB	1	$20.50
928-425-3264-478	1400 E ASH ST, GLOBE, AZ, 85501	928-425-0593	AFK	1	$20.50
		928-425-3264	1FB	1	$20.50
928-425-3952-305	1425 E SOUTH ST, GLOBE, AZ, 85501	928-425-3952	PGOQM	1	$28.49
928-425-7470-344	5977 E HOPE LN, GLOBE, AZ, 85501	928-425-7470	PGOQM	1	$28.49
928-425-7873-054	1400 E ASH ST, GLOBE, AZ, 85501	928-425-7873	1FB	1	$20.50

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government

Pricing Quote Detail
Business Lines

Name: Gila County Government

Date: August 17, 2011
NPA/NXX 928/425

928-425-8281-423	1100 E MONROE ST, GLOBE, AZ, 85501	928-425-7971	PGOQL	1	$26.59
		928-425-7986	PGOQL	1	$26.59
		928-425-7987	PGOQL	1	$26.59
		928-425-7995	PGOQL	1	$26.59
		928-425-8207	PGOQL	1	$26.59
		928-425-8281	PGOQL	1	$26.59
928-468-1671-025	108 W MAIN ST, PAYSON, AZ, 85541	928-468-1671	PGOQL	1	$26.59
		928-468-1691	PGOQL	1	$26.59
		928-468-1729	PGOQL	1	$26.59
928-472-1124-128	714 S BEELINE HWY, PAYSON, AZ, 85541	928-468-1764	PGOQL	1	$26.59
928-472-1124-128	610 E STATE HIGHWAY 260 , PAYSON, AZ, 85541	928-472-1124	1FB	1	$20.50
		928-472-3177	AFK	1	$20.50
		928-472-4325	AFK	1	$20.50
		928-472-4638	AFK	1	$20.50
480-473-7911-615	4053 E US HIGHWAY 60 70 , CLAYPOOL, AZ, 85532	928-473-4047	PGOQL	1	$26.59
		928-473-7911	PGOQL	1	$26.59
928-473-7919-098	1323 N AZ HIGHWAY 188 , GLOBE, AZ, 85501	928-473-7919	1FB	1	$20.50
		928-473-7920	AFK	1	$20.50
		928-473-9083	AFK	1	$20.50

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government

Pricing Quote Detail
Business Lines

Name: Gila County Government

Date: August 17, 2011
NPA/NXX 928/425

928-474-0614-480	108 W MAIN ST, PAYSON, AZ, 85541	928-468-6270	PGOQL	1	$26.59
		928-474-0614	PGOQL	1	$26.59
		928-474-0619	PGOQN	1	$20.25
		928-474-3128	PGOQN	1	$20.25
		928-474-7404	PGOQN	1	$20.25
928-474-8933-996	107 W FRONTIER ST, PAYSON, AZ, 85541	928-474-8933	1FB	1	$20.50
928-425-4457-706	149 S BROAD ST, GLOBE, AZ, 85501	928-425-4457	AFK	1	$20.50
		928-425-4860	1FB	1	$20.50
928-474-5373-218	714 S BEELINE HWY, PAYSON, AZ, 85541	928-474-5373	PGOQM	1	$28.49
928-468-8039-893	201 N MUD SPRINGS RD, PAYSON, AZ, 85541	928-468-1761	PGOQN	1	$20.25
		928-468-1778	PGOQN	1	$20.25
		928-468-8039	PGOQL	1	$26.59
		928-468-8043	PGOQN	1	$20.25
		928-468-8049	PGOQL	1	$26.59
		928-468-8063	PGOQN	1	$20.25
		928-468-9007	PGOQL	1	$26.59
		928-468-9090	PGOQN	1	$20.25
		928-468-9092	PGOQN	1	$20.25
928-476-4255-426	6282 W HARDSCRABBLE MESA RD, PINE, AZ, 85544	928-476-4255	1FB	1	$20.50
928-472-4621-884	714 S BEELINE HWY, PAYSON, AZ, 85541	928-472-4621	1FB	1	$20.50
928-402-0423-671	1400 E ASH ST, GLOBE, AZ, 85501	928-402-0423	1FB	1	$20.50
928-468-1106-371	107 W FRONTIER ST, PAYSON, AZ, 85541	928-468-1106	1FB	1	$20.50

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government

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Pricing Quote Detail
Business Lines

Name: Gila County Government

Date: August 17, 2011
NPA/NXX 928/425

928-425-0279-570	1100 E MONROE ST, GLOBE, AZ, 85501	928-425-0279	1FB	1	$20.50
928-425-3721-065	1342 E MONROE ST, GLOBE, AZ, 85501	928-425-3721	1FB	1	$20.50
928-425-3854-983	175 N PINE ST, GLOBE, AZ, 85501	928-425-3854	1FB	1	$20.50
928-425-3861-732	1100 E SOUTH ST, GLOBE, AZ, 85501	928-425-3861	1FB	1	$20.50
928-468-9762-480	108 W MAIN ST, PAYSON, AZ, 85541	928-468-9762	PGOQM	1	$28.49
928-473-4449-330	740 W SULLIVAN ST, MIAMI, AZ, 85539	928-473-4449	1FB	1	$20.50
928-474-8498-970	804 N BEELINE HWY, PAYSON, AZ, 85541	928-474-8498	1FB	1	$20.50
520-356-6214-444	101 3RD ST, WINKELMAN, AZ, 85192	520-356-6214	1FB	1	$20.50
928-425-3625-571	1315 E SOUTH ST, GLOBE, AZ, 85501	928-425-3625	1FB	1	$20.50
928-474-0957-293	714 S BEELINE HWY, PAYSON, AZ, 85541	928-474-0957	1FB	1	$20.50
928-402-8090-819	5515 S APACHE AVE, GLOBE, AZ, 85501	928-402-8090	1FB	1	$20.50
		928-402-8244	AFK	1	$20.50
		928-402-8247	AFK	1	$20.50
		928-402-8254	AFK	1	$20.50
520-356-6213-680	208 W AZ HIGHWAY 177 , WINKELMAN, AZ, 85192	520-356-6213	PGOQM	1	$28.49
		520-356-6937	PGOQN	1	$20.25

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government

CenturyLink™
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Pricing Quote Detail
Business Lines

Name: Gila County Government

Date: August 17, 2011
NPA/NXX 928/425

928-425-9638-901	1100 E MONROE ST, GLOBE, AZ, 85501	928-402-0519	PGOQN	1	$20.25
		928-425-9638	PGOQL	1	$26.59
928-474-6128-249	5318 E AZ HIGHWAY 260 , STAR VALLEY, AZ, 85541	928-474-6128	1FB	1	$20.50
928-468-8509-108	112 W CEDAR LN, PAYSON, AZ, 85541	928-468-8509	PGOQM	1	$28.49
		928-468-8513	PGOQL	1	$26.59
		928-468-8534	PGOQN	1	$20.25
928-402-8089-193	1100 E SOUTH ST, GLOBE, AZ, 85501	928-402-1535	PGOQN	1	$20.25
		928-402-8089	PGOQN	1	$20.25
		928-402-9178	PGOQL	1	$26.59
		928-425-0152	PGOQN	1	$20.25
		928-425-3517	PGOQN	1	$20.25
		928-425-4440	PGOQN	1	$20.25
		928-425-7853	PGOQN	1	$20.25
		928-425-8248	PGOQN	1	$20.25
		928-425-9533	PGOQN	1	$20.25
928-425-9274-705	19 PINAL MTN, GLOBE, AZ, 85501	928-425-9274	1FB	1	$20.50
928-468-6881-895	108 W MAIN ST, PAYSON, AZ, 85541	928-468-6881	1FB	1	$20.50
928-472-3024-380	108 W MAIN ST, PAYSON, AZ, 85541	928-472-3024	1FB	1	$20.50
928-425-8520-455	36 LITTLE ACRES , GLOBE, AZ, 85501	928-402-0541	AFK	1	$20.50
		928-425-5820	1FB	1	$20.50
928-348-0511-735	1938 W THATCHER BLVD, SAFFORD, AZ, 85546	928-348-0511	1FB	1	$20.50

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Qwest
Spirit of Service™

Carrier Service Order

CSO Number 336562-AZSTATE

Product ordered QC-Intrastate Primary Rate ISDN Services

Term 60 Months

Quantity Ordered 1
(Additional Order Detail must be attached)

Total Monthly Recurring Charge $399.00

Total Non-recurring Charge N/A

This CSO (Carrier Service Order) is a supplement to the Telecommunications Carrier Services Agreement ADSPO11-000402 ("Underlying Agreement") with the State of Arizona (Qwest Content ID: 336562) between Gila County Government and **Qwest Communications Company, LLC** for the provisions of service. Pricing for this CSO is based on 1013 AZ QC INTRA PRI ISDN 05.13.10 as found in Attachment 3, titled Prices and Pricing, in the Underlying Agreement[1]. This supplement is effective on the date service becomes functional ("Effective Date"). The customer represents and certifies that it controls, is controlled by, or is in common control with the Underlying Agreement as noted above.

Customer: Gila County Government

Customer Signature
Date
Printed Name Tommie C. Martin,
Printed Title Board Chairman
Phone Number
Address 1400 E. Ash St.
Globe, AZ 85501

Qwest Communications Company, LLC
acting on behalf of itself and as agent for its affiliates

Qwest Signature
Date 8/18/11
Printed Name Kimberely Marona
Printed Title GES Manager
Phone Number 602-512-2527
Address 20 E Thomas Rd, 17th Floor
Phoenix, AZ 85012

E-rate SPIN Number: 143005231

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

[1] Rates based on State of Arizona Telecommunications Carrier Services Agreement ADSPO11-000402. To verify eligibility, please visit http://www.spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government

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Pricing Quote Detail
Business Lines

Name: Gila County Government

Date: August 17, 2011
NPA/NXX 928/425

Company	Product	Description	Qty	60 month Rate Unit Price	60 Month Total	One - Time Installation
QC	PRI	Bulk Rate ISDN	1	$399.00	$399.00	$0.00
					$399.00	**$0.00**

Account	Location
(928) 474-0078 230	108 W MAIN ST, PAYSON, AZ, 85541

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Qwest
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Carrier Service Order

CSO Number 336562-AZSTATE

Product ordered QCC - Local Access

Term 60 Months

Quantity Ordered 1
(Additional Order Detail must be attached)

Total Monthly Recurring Charge $431.50

Total Non-recurring Charge Waived upon meeting minimum service period requirement

This CSO (Carrier Service Order) is a supplement to the Telecommunications Carrier Services Agreement ADSPO11-000402 ("Underlying Agreement") with the State of Arizona (Qwest Content ID: 336562) between Gila County Governmentand **Qwest Communications Company, LLC** for the provisions of service. Pricing for this CSO is based on 1037 AZ QCC LOCAL ACCESS 05.13.10 as found in Attachment 3, titled Prices and Pricing, in the Underlying Agreement[1]. This supplement is effective on the date service becomes functional ("Effective Date"). The customer represents and certifies that it controls, is controlled by, or is in common control with the Underlying Agreement as noted above.

Customer: Gila County Government

Customer Signature
Date
Printed Name Tommie C. Martin,
Printed Title Board Chairman
Phone Number
Address 1400 E. Ash St.
Globe, AZ 85501

Qwest Communications Company, LLC
acting on behalf of itself and as agent for its affiliates

Qwest Signature Candy Longshore
Date 8-18-11
Printed Name Candy Longshore
Printed Title GES Manager
Phone Number 602-512-2524
Address 20 E Thomas Rd, 17th Floor
Phoenix, AZ 85012

E-rate SPIN Number: 143001157

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

[1] Rates based on State of Arizona Telecommunications Carrier Services Agreement ADSPO11-000402. To verify eligibility, please visit http://www.spo.az.gov/Cooperative_Procurement/SPC/default.asp

Gila County Government

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Pricing Quote Detail
Business Lines

Name: **Gila County Government**

Date: **August 17, 2011**
NPA/NXX **928/425**

Company	Product	Description	Qty	60 month Rate Unit Price	60 Month Total	One - Time Installation
QCC	**Local Access**	Private Line - DS1	1	$431.50	$431.50	$0.00
					$431.50	**$0.00**

Account	Location
82505835	1400 E ASH ST, GLOBE, AZ 85501

Rates based on Arizona Carrier Services contract ADSPO11-000402
To verify eligibilty, please visit http://spo.az.gov/Cooperative_Procurement/SPC/default.asp

Qwest
Spirit of Service™

Carrier Service Order

CSO Number 336562-AZSTATE

Product ordered QCC- Reservationless Audio Conferencing

Term 60 Months

Quantity Ordered 1
(Additional Order Detail must be attached)

Total Monthly Recurring Charge Usage Based (See Attached Rates)

Total Non-recurring Charge $0.00

This CSO (Carrier Service Order) is a supplement to the Telecommunications Carrier Services Agreement ADSPO11-000402 ("Underlying Agreement") with the State of Arizona (Qwest Content ID: 336562) between Gila County Government and **Qwest Communications Company, LLC** for the provisions of service. Pricing for this CSO is based on 3037 AZ QCC AUDIO CONFERENCING 05.13.10 as found in Attachment 3, titled Prices and Pricing, in the Underlying Agreement[1]. This supplement is effective on the date service becomes functional ("Effective Date"). The customer represents and certifies that it controls, is controlled by, or is in common control with the Underlying Agreement as noted above.

Customer: Gila County Government

Customer Signature
Date
Printed Name Tommie C. Martin,
Printed Title Board Chairman
Phone Number
Address 1400 E. Ash St.
Globe, AZ 85501

Qwest Communications Company, LLC
acting on behalf of itself and as agent for its affiliates

Qwest Signature
Date 8/18/11
Printed Name Kimberly Marona
Printed Title GES Manager
Phone Number 602-512-2527
Address 20 E Thomas Rd 17th Floor
Phoenix, AZ 85012

E-rate SPIN Number: 143001157

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

[1] Rates based on State of Arizona Telecommunications Carrier Services Agreement ADSPO11-000402. To verify eligibility, please visit http://www.spo.az.gov/Cooperative_Procurement/SPC/default.asp

GILA COUNTY									
CATEGORY 3									
QWEST SERVICE TERRITORY									
QCC Audio Conferencing									
Product Description: Audio Conferencing									
		NO TERM			**3 YEAR TERM**			**5 YEAR TERM**	
	USOC	**UNIT**	**NON-**	**USOC**	**MO UNIT**	**NON-**	**USOC**	**MO UNIT**	**NON-**
Description		**Price/min**	**RECURRING**		**Price/min**	**RECURRING**		**Price/min**	**RECURRING**
Reservationless Audio Conferencing									
Reservationless Toll Free Dial In	NONE	$0.2200	$0.00	NONE	$0.1980	$0.00	NONE	$0.0349	$0.00
Reservationless Toll Dial In	NONE	$0.1800	$0.00	NONE	$0.1620	$0.00	NONE	$0.0300	$0.00
Reservationless Dial Out/Dial Me Domestic	NONE	$0.22	$0.00	NONE	$0.0690	$0.00	NONE	$0.0490	$0.00
Reservationless Dial Out/Dial Me International	NONE	$0.22 plus outbound rate for particular country	$0.00	NONE	$0.0690 plus outbound rate for particular country	$0.00	NONE	$0.049 plus outbound rate for particular country	$0.00
Additional Services:									
Moderator Call Detail Report -			Included with Reservationless and Web Conferencing						
Reservationless Audio Recording, price per minute	NONE	$0.2200	NSP		$0.0690	NSP		$0.0550	NSP
Reservationless Audio Recording Replay	NONE	$0.2200	$0.00	NONE	$0.0690	$0.00	NONE	$0.0490	$0.00
Reservationless Web Conferencing									
Web Conferencing (fully integrated with Reservationless audio), per minute, per participant		$0.30	NSP		ICB	NSP		ICB	NSP
- Desktop Video - included in the Web Conferencing per minute charge		NSP	$0.00		NSP	$0.00		NSP	$0.00
Additional Services:									
Web and Audio Archive - Hosted (90days), per minute	NONE	$0.00	$175.00 per archive, unlimited playback	NONE	$0.0000	$110.00 per archive, unlimited playback	NONE	$0.0000	$85.00 per archive, unlimited playback
Web and Audio Archive - Hosted Renewal (90days), per minute	NONE	$0.00	$75.00 per archive, hosted for additional 90 days, unlimited playback	NONE	$0.0000	$75.00 per archive, hosted for additional 90 days, unlimited playback	NONE	$0.0000	$75.00 per archive, hosted for additional 90 days, unlimited playback
Web and Audio Archive - Zip File (2 hours turn around)	NONE	$0.00	$75.00	NONE	$0.0000	$75.00	NONE	$0.0000	$75.00
Web and Audio Archive - CD ROM (includes shipping within 3-5 days)	NONE	$0.00	$100.00 per CD	NONE	$0.0000	$25.00 per CD	NONE	$0.0000	$5.00 per CD
Moderator Call Detail Report			No Charge			No Charge			No Charge
Web Audio Streaming	NONE	$0.00	$7.50 per connection	NONE	$0.0000	$6.00 per connection	NONE	$0.0000	$5.25 per connection
Multimedia									
Multimedia Web Conferencing + Reservationless Audio Toll Free Conferencing, per minute, per participant	NONE	$0.3300	$0.00	NONE	$0.0850	$0.00	NONE	$0.0600	$0.00
Passcode Conferences									
Passcode Toll Free Dial In, per minute per participant	NONE	$0.2700	$0.00	NONE	$0.2430	$0.00	NONE	$0.0655	$0.00
Passcode Toll Dial In	NONE	$0.2100	$0.00	NONE	$0.1890	$0.00	NONE	$0.0550	$0.00
Operator Assisted: (Up to 50 Participants)									
Operator Assisted Toll Free Dial In	NONE	$0.3800	$0.00	NONE	$0.3420	$0.00	NONE	$0.1500	$0.00
Operator Assisted Toll Dial In	NONE	$0.2400	$0.00	NONE	$0.2160	$0.00	NONE	$0.2040	$0.00
Operator Assisted Dial-out Domestic	NONE	$0.4200	$0.00	NONE	$0.3780	$0.00	NONE	$0.1500	$0.00
Operator Assisted Operator Dial-out, International	NONE	$0.32 plus outbound rate for particular country	$0.00	NONE	$0.288 plus outbound rate for particular country	$0.00	NONE	$0.272 plus outbound rate for particular country	$0.00
Toll Free Meet-Me (Operator Assisted) committed usage of 400 user/per call/per month	NONE	$0.2045	$0.00		$0.1300	$0.00		$0.1200	$0.00
Operator Assisted Conferencing Additional Services:									
CD Audio only Recording	NONE	$0.0000	$25.00 per CD, plus shipping	NONE	$0.0000	$25.00 per CD, plus shipping	NONE	$0.0000	$25.00 per CD, plus shipping

Qwest Dedicated Account Team			
Title	**Name**	**Office #**	**Mobile #**
Account Manager	Dawn Jehorek	602 512 2535	
Account Consultant	Michelle Walden	602 512 2550	480 440 3911

Gila County Summary			
	Monthly	**Proposed**	**Monthly Savings**
Business Lines	$ 4,865.76	$ 3,605.42	$ 1,260.34
High Speed Internet	$ 146.30	$ 99.28	$ 47.02
Primary Rate ISDN	$ 623.75	$ 570.75	$ 53.00
Digital Subscriber Service	$ 2,190.59	$ 1,197.81	$ 992.78
Point to Point	$ 466.00	$ 423.20	$ 42.80
Analog Private Line	**$ 805.72**	$ 805.72	$ -
Interlata Private Line	**$ 431.50**	$ 431.50	$ -
Total	**$ 9,529.62**	**$ 7,133.68**	**$ 2,395.94**

Annual Savings	**$ 28,751.28**

ARF-843 **Regular Agenda Item 3- D**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For: Joseph Heatherly Submitted By: Joseph Heatherly, Finance Department

Department: Finance Department

Presenter's Name: Joseph Heatherly

Information

Request/Subject

Proposed Adoption of 4 New Countywide Policies

Background Information

New internal policies have been developed which, if adopted by the Board of Supervisors, will provide guidance to all staff departments and offices of elected officials. The Gila County Management Staff is now developing an entire collection of policies that will eventually cover most important topics in all of the administrative functions within Gila County. These and future policies will be maintained on the County website for review by all internal personnel as well as all concerned citizens.

The reason for developing internal policies and eventually departmental procedures is to improve the overall efficiency of many of the County's departments and elected offices, as well as improving the overall effectiveness of Gila County employees. In developing the four policies the staff addressed the issues raised by financial and special audits conducted for federal agencies covering WIA (Workforce Investment Act), Schools, and ACJC (Arizona Criminal Justice Commission); ensured County compliance with the Arizona Revised Statutes (ARS); established consistency of operations for all County departments and elected offices; and finally established levels of authority by identifying specific areas of responsibility and accountabilities.

Evaluation

In developing theses policies staff members reviewed ARS guidelines, reviewed existing policies currently implemented in other counties within Arizona and also consulted with current auditors.

Conclusion

By approving these four policies and putting them on the County's website, it will be setting the expected mood of operations within the County and establish guidelines whereby citizens can review our internal controls. The approval and developing of these and future policies will highlight that we are establishing a transparent management structure that is consistent, open, honest, fair and will be applicable to all individuals both internal and external customers.

Recommendation

The Finance Director and senior staff members recommend that the Board of Supervisors (BOS) adopt each of these four policies that will be effective immediately upon BOS approval for use throughout all staff departments and offices of elected officials within Gila County.

Request review and approval of four new Payroll Authorizations policy number BOS-HRS-006, Departmental Bank Accounts policy number BOS-FIN-001, Procurement-Contracts policy number BOS-FIN-002, and Procurement-Purchasing policy number BOS-FIN-003 within all staff departments and offices of Elected Officials.

Suggested Motion

Information/Discussion/Action to adopt and immediately implement four Countywide policies: Payroll Authorizations policy number BOS-HRS-006, Departmental Bank Accounts policy number BOS-FIN-001, Procurement-Contracts policy number BOS-FIN-002, and Procurement-Purchasing policy number BOS-FIN-003 which will apply to all departments and elected offices of Gila County; and repeal Procurement of Professional Services policy number BOS-2-2005. **(Joe Heatherly)**

Attachments

BOS Payroll Authorization Policy

BOS Departmental Bank Accounts Policy

BOS Procurement-Purchasing Policy

BOS Procurement-Contracts Policy

GILA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Subject: PAYROLL AUTHORIZATIONS	Policy Number	Page
	BOS-HRS-006	1 of 2

I. Purpose:

This policy sets forth the manner in which the Board of Supervisors and the County Manager in conjunction with Gila County elected officials conduct recruitment, selection and appointment for positions in County government.

II. Policy:

Board of Supervisors

1. The Board shall select and appoint its office staff, the County Manager, Clerk of the Board, and other positions as specified by Arizona Revised Statues "ARS" statute or Board action, in a manner that ensures the appointment of qualified individuals who meet the administrative and operational needs of the County.

2. Compensation, assignment, supervision, discipline, and termination of these Board-appointed employees are at the discretion of the Board.

County Manager

1. Subject to the direction of the Board of Supervisors and the provisions of this policy, the County Manager is responsible for the recruitment, selection, appointment, compensation, assignment, supervision, discipline, and termination of all positions reporting to the County Manager. Additionally all positions, except the Chief Deputies reporting to each elected official, will be subject to following recommended guidelines. This will ensure there is uniformity and consistency in the selection, compensation, discipline and termination of Gila County employees.

2. For all positions, the following recruitment and selection process shall be used: (as outlined in Gila County's Merit System Rules and Policies or the individual practices of each elected officials office as previously approved by the Board of Supervisors).

   A. The County Manager shall develop a recruitment plan that assures open competition on an executive level search and addresses the administrative and operational needs of the County.
   B. Specific recruitment procedures may be developed and implemented by the County Manager.
   C. Recruitment for positions and levels of compensation that have been approved by the Board of Supervisors included in a fiscal year annual budget will require a Payroll Authorization Form to be submitted and approved by the Finance Director and Human Resources Director. After that approval is received the Form will be forwarded to the County Manager for review and potential final approval.

D. Any recruitment or hiring requests that were not in the current fiscal year's approved operating budget must be individually submitted and approved by the Board of Supervisors.

3. County staff will prepare a monthly report summarizing all personnel changes to be submitted at the first Board of Supervisors meeting of each month highlighting all activity from the previous calendar month.

4. For all positions the County Manager will adopt, utilizing currently approved practices of specific offices and/or future programs within the offices of Gila County's elected officials, procedures for performance evaluations, promotions, or changes for all Gila County employees. Once these procedures are adopted and if positions and pay levels were approved in the fiscal year budget the County Manager will have the authority to approve the associated Payroll Authorization Form and take requested action.

SIGNATURES:

ATTEST:

_____
Marian Sheppard
Chief Deputy Clerk

_____	_____
Authorized Signature	Authorized Signature
TOMMIE C. MARTIN	DON E. McDANIEL, JR.
Name Typed or Printed	Name Typed or Printed
Chairman, Board of Supervisors	County Manager
Title	Title

APPROVED AS TO FORM:

_____
County Attorney/Chief Deputy County Attorney

GILA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Subject: DEPARTMENTAL BANK ACCOUNTS	Policy Number	Page
	BOS-FIN-001	1 of 2

I. Purpose:

To establish Gila County policy to review, authorize and maintain departmental bank accounts.

While acknowledging the necessity for these accounts, additional Board of Supervisors' objectives include minimizing costs, reducing risk exposure and facilitating the review process associated with departmental accounts. Additional benefits include reduced costs and fees, and the assurance of proper collateralization of accounts over $250,000. To achieve these goals, this policy establishes the accounts should be maintained within the structure of Gila County's servicing bank.

II. Policy:

It is the policy of the Gila County Board of Supervisors that:

1. Departmental bank accounts may only be created under the following circumstances; establishment must be authorized by Arizona Revised Statutes, and funds to be deposited shall be received from fines, fees, or court related judgments. General funds or funds from state or federal grants may not be deposited into any departmental bank account.
2. The County Finance Director and Treasurer must jointly authorize the departmental bank accounts.
3. All departmental bank accounts should be maintained at the County's servicing bank.
4. Departmental bank accounts not housed at the servicing bank will require written justification by the requesting department director or elected official. Endorsement of accounts will be determined by the Treasurer and Finance Director with final authorized by the County Manager.
5. The Finance Department will be responsible for opening all departmental bank accounts and retaining the account authorization forms.
6. Whenever possible departmental bank accounts shall be interest bearing accounts.
7. Monthly reconciliations of departmental bank accounts will be performed by each department maintaining an account and, for review and reporting purposes, forwarded to the Finance Department no later than 30 days after receipt of the bank statement. (Usually within 60 days from the end of each month)
8. If a departmental bank account has not been properly authorized or is being used for purposes deemed inappropriate by the Finance Director, the County Manager will be notified and corrective action taken.

.

SIGNATURES:

ATTEST:

_____
Marian Sheppard
Chief Deputy Clerk

_____	_____
Authorized Signature	Authorized Signature
TOMMIE C. MARTIN	DON E. McDANIEL, JR.
Name Typed or Printed	Name Typed or Printed
Chairman, Board of Supervisors	County Manager
Title	Title

APPROVED AS TO FORM:

_____
County Attorney/Chief Deputy County Attorney

Attachment A
Gila County Request for Bank Account Form

Today's Date: _____

Department: _____

Name of Authorized Signers: Title of Authorized Signers:

_____ _____
_____ _____
_____ _____
_____ _____

Account Custodian: Custodian's Phone Number

_____ _____

Employee/Title of Employee who reconciles the account (if different from the Custodian):

_____

Type of Account:
[ ] Checking: [ ] Savings [ ] non-interest bearing, [ ] interest bearing

Purpose of Account – (Explain in detail what the account is used for)

_____
_____
_____
_____

Authority for Account:

_____
_____

Requested by:

_____
Elected Official/Department Director

Reviewed by Finance Department:
Comments, signature and date:

_____

_____

Reviewed by Treasurer's Office:
Comments, signature and date:

_____

_____

Authorized by County Manager (if not within Servicing Bank)

_____

GILA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Subject: PROCUREMENT --PURCHASING	Policy Number	Page
	BOS-FIN-003	1 of 8

I. Purpose:

The Gila County Procurement Group, acting as the central public purchasing authority for Gila County, shall endeavor as its primary mandate to conserve public funds and conduct the procurement process in a fair, open, competitive, and ethical manner, within the provisions of applicable Arizona Revised Statutes, the Gila County Procurement Code, and in the best interest of Gila County.

The purpose of this policy is:

1. To provide guidelines and clarification for implementation of the Procurement Code and to assure all procurements are carried out within the mandates of Arizona law and the County Code for the procurement of tangible goods or property.
2. To permit and give direction to the continued development of procurement procedures and practices.
3. To provide for increased public confidence in the practices followed in public procurement.
4. To promote cooperative, interactive, interdepartmental relations that assures the timely and cost-effective acquisition of supplies, equipment and services.
5. To assure the highest level of ethical conduct in all business transactions

II. Policy:

Applicability

This policy applies to all procurements initiated after the effective date of its adoption by the Board of Supervisors.

This policy applies to expenditures exceeding $ 500 of public funds for procurement, including, but not limited to, assistance monies, grant monies or other monies processed through Gila County. Nothing in this policy or in procedures promulgated under this policy shall prevent any Gila County department or elected office from complying with the terms and conditions of any grant, gift, bequest or cooperative agreement.

This policy shall apply to all Gila County personnel associated in any way with the requisitioning, acquisition or use of any supplies, equipment or services.

Authority of the Procurement Group

The Procurement Group shall have the authority to:

1. Promulgate procurement procedures, pertaining to procurement practices and requirements consistent with Arizona Revised Statutes, and the Board of Supervisors' policies.
2. Make sourcing decisions and purchasing recommendations to the Finance Director, County Manager, and Board of Supervisors.
3. Dispose of surplus personal property pursuant to Arizona Revised Statutes. Surplus equipment and materials that have little or no value or are unauctionable items may be made available to local charitable, non-profit organizations at no charge. Items which are determined to have sufficient value may be saved for use by various County departments or elected offices, auctioned (after 30 days notice in a newspaper of the County) or with unanimous consent of the board and without public auction, may be sold or leased for a specific use to any solely charitable, social or benevolent nonprofit organization incorporated or operating in this state.
4. At the direction of the County Manager or Board of Supervisors, execute the necessary documents to terminate for convenience or cause, contracts executed by County Manager or Board of Supervisors. The County Manager has authority to direct the termination of contracts that he/she approved. Only the Board of Supervisors has the authority to terminate contracts that they approved.

Except as herein provided, no person shall purchase or make any contract within the scope of this policy other than through the Procurement Group and any order or contract made contrary to the provisions hereof shall not be approved by Gila County.

Responsibility of the Procurement Group

The Procurement Group shall:

1. Report to the Finance Director
2. Develop and implement procedures that ensure compliance with Board of Supervisors' policies and with relevant provisions of the Arizona Revised Statutes.
3. Serve as Purchasing Agent for Gila County
4. Develop cost-effective, centralized procurement of all supplies, equipment and services for all Gila County departments and elected offices.
5. Prepare, advertise, and issue invitations for bids and requests for proposals, and ensure that the selection process is in compliance with all Gila County policies and procedures, and Arizona Revised Statutes.
6. Facilitate the development of specifications for annual contracts for materials, supplies, equipment and contractual services.
7. Evaluate bids and make recommendations in conjunction with department heads or elected officials for award to the Finance Director, County Manager, and Board of Supervisors.
8. Issue blanket contracts, purchase orders and contracts for materials and services pursuant to Gila County procedures.
9. Review all Gila County proposed contracts for approval by the County Manager, or Board of Supervisors.
10. Maintain a centralized contract file and retrieval system for all Gila County contracts.
11. Maintain a vendor file and encourage and assist vendors in competing for Gila County business.
12. Coordinate the disposal of Gila County's surplus or obsolete equipment.
13. Ensure that:
    A. The needed quantity of supplies, equipment and service are procured in the most advantageous manner for Gila County, subject to funding limitations.
    B. Full and open competition is encouraged on all purchases.
    C. All applicable policies, procedures, rules, laws and regulations are complied with.

D. Current development in the purchasing profession, benefits of research on products, new products, market trends, trade associations and technical societies are utilized to assist Gila County in maintaining a more efficient and cost effective system of purchasing.
E. The Procurement Group is responsive to the needs of the various internal departments and elected offices.
F. Nothing in this policy shall require Gila County to disregard any state or federal mandated laws, regulation or grants requirements.

Competitive Bidding

The Gila County Procurement Group shall ensure that a competitive environment exists for all procurements. The following shall apply:

1. All policies, procedures, rules, laws, and regulations shall be followed in all bidding activities.
2. Bids and proposals shall be opened in accordance with approved procedures.
3. The Procurement Group shall tabulate and analyze the bids received in answer to bid requests and in conjunction with the requesting department or elected office, shall verify that the bids meet technical specifications.
4. The Procurement Group shall make recommendations for the award of all bids to the Finance Director.

Recommendations for Bid Award

The Procurement Group shall prepare and submit all bid award recommendations to the Finance Director. The Finance Director will review and forward for final review and approval to either the County Manager or Board of Supervisors.

1. If the low bid is acceptable and requires approval by the Board of Supervisors the recommendation for award should be placed on Board of Supervisors Agenda.
2. If the requesting department or elected office finds the low bidder to be unacceptable, it will submit justification for award to other than the low bidder to the Procurement Group. The Procurement Group will convene a meeting with the representatives of the requesting department or elected office, the County Attorney's Office, and Finance Director to review the bid evaluation and formulate a recommendation to the County Manager and Board of Supervisors based on:

A. Conformance to specifications,
B. Intended use,
C. Best interest of Gila County,
D. Legal considerations,
E. Procedural requirements,
F. Ethical considerations.

3. Bid awards of less than $25,000 may be executed by the County Manager and all bids above $25,000 must be awarded by the Board of Supervisors.

Sole Source Procurements

When the needs of a department or elected office can only be met by a particular product or service, the department or elected office shall submit justification in writing to the Procurement Group that "sole source procurement" is required. Such justification shall include a full and detailed explanation as to the reason no other make, model, etc., will satisfy the needs of the County.

Upon approval of the Finance Director, the Procurement Group will proceed to seek maximum competition for the item in accordance with normal procurement procedure.

Examples to no substitute procurement include, but are not limited to:

A. Replacement parts or accessories for a specific piece of equipment
B. Specific chemicals or compounds to obtain a desired result or to sustain a warranty on specific equipment.
C. Color, composition and other attributes must be an exact match to existing installations.
D. Computer operating systems or compatibility issues.

Gifts and Rebates

All elected or appointed officers and employees of the County are expressly prohibited from accepting or soliciting any gift, rebate, money or remuneration, which has a value exceeding $25, which is, or may appear to be designed to influence the employee's official conduct for any person, firm, company or corporation.

Notwithstanding this policy, the following gifts may be received under this policy:

A. Family gifts (gifts provided to relatives or other members of the covered individual's family)
B. Items or discounts given which are generally available to the public
C. Lawful campaign contributions
D. Flowers
E. Informational material
F. Items donated, paid for or given to or for the sole benefit of the charitable and non-profit organizations
G. Items customarily given to the officer or employee prior to becoming a county officer or employee
H. Nominal items such as greeting cards, baseball caps, T-shirts, mugs, or pens
I. Honorary recognition plaques and awards (non-cash)

Gifts received are to be returned to the supplier, immediately with a letter explaining Gila County's policy and copied to the Human Resource Director.

Procurement of Goods (supplies and equipment)

Each department or elected office is responsible for the entry of purchase requisitions into the County's accounting/procurement software system for all items exceeding $500 in value. This value includes the item plus shipping, handling and sales tax. The approval of each requisition will be as follows:

1. Department designee less than $1000**
2. Department head / elected official and/or their chief deputy less than $5,000**
3. Director of Finance less than $10,000
4. County Manager less than $25,000
5. Board of Supervisors greater than $25,000

** All requisitions for any items that are in the commodity codes of capital, furniture or computers must additionally be approved by the Finance Director. There is no minimum dollar amount for purchases of these items requiring approval from the Finance Director.

The previous requisition approval amounts exclude the process of blanket orders which must be authorized by the County Manager or Board of Supervisors prior to final issuance. Most blanket orders should be issued only for the current fiscal year period, which could be up to 12 months of activity.

A blanket purchase order is a purchase order that is valid for a specified period of time and/or dollar amount and authorizes multiple orders or releases during that period. Blanket purchase orders are designed to make the procurement processes more efficient by eliminating repetitive date entry and multiple one-time purchase orders. In addition, it streamlines the invoicing and purchasing processes so that invoices are paid in a more timely manner. A blanket purchase order is a long-term agreement between the County and its supplier. A single blanket purchase order number is only set up one time it can allow multiple releases against it at different times throughout a set time period. A “release” occurs each time a quantity is received against an open blanket order that has a quantity and value which is outstanding or uncommitted.

Once each individual requisition has received its appropriate level of approval it will be automatically forwarded to the Procurement Group for further action to validate the estimated price and delivery dates. Upon validation, requisitions will be converted to a Gila County purchase order, forwarded to the respective vendor and notification of issuance will be conveyed to the requesting department or elected office.

Reporting

The Finance Department will prepare a report on a monthly basis highlighting all purchase orders with a value exceeding $5,000 that was released over the past calendar. This report will be submitted to the first regular Board of Supervisors meeting of each month.

SIGNATURES:

ATTEST:

_____

Marian Sheppard

Chief Deputy Clerk

_____	_____
Authorized Signature	Authorized Signature
TOMMIE C. MARTIN	DON E. McDANIEL, JR.
Name Typed or Printed	Name Typed or Printed
Chairman, Board of Supervisors	County Manager
Title	Title

APPROVED AS TO FORM:

_____

County Attorney/Chief Deputy County Attorney

GILA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Subject: PROCUREMENT -- CONTRACTS	Policy Number	Page
	BOS-FIN-002	1 of 6

I. Purpose:

To ensure contracting for Gila County is done in a consistent and uniform manner to maximize the taxpayers' investment in Gila County government. This policy covers all departments and elected offices of Gila County and all contractual agreements made on behalf of Gila County, including those made by bid awards, those authorized by a resolution of the Board of Supervisors, Arizona Revised Statutes, federal regulations, or any other authority or prior written agreement.

II. Policy:

Overview

The responsibility for processing and finalizing a contract lies with the Procurement Group. After that, the responsibility for monitoring, administering and evaluating the direct performance of services rendered, pursuant to any contract, remains with the department and elected offices engaging or acquiring the service or commodity.

Centralized Contracts Administration

The Procurement Group consists of employees within Gila County that research and request bid proposals and maintain vendor relationships to facilitate the preparation of all contractual agreements on behalf of Gila County. The Procurement Group works with and supports all departments and elected offices within Gila County and reports directly to the Finance Director. The Procurement Group is the point through which all contracts will be processed to assure proper administrative review prior to being submitted to the Finance Director, County Attorney's Office, County Manager or Board of Supervisors for approval. The Procurement Group will maintain a central file for all County contracts under an indexing system that will provide positive identification of all documents and facilitate document retrieval.

Contract Development

1. Whenever possible, all non federal and state contracts will be initiated and developed by Gila County.
2. All contract documents will be reviewed, modified, executed and administered in accordance with Procurement Group procedures.

3. All contracts for general and professional services, intergovernmental agreements, and memorandums of understandings, will be approved as to form by the County Attorney before being submitted to the contractor for review and signature, prior to approval by the County Manager or the Board of Supervisors except as set forth below.

    A. Notwithstanding the above requirements, contracts for general and professional services that utilize a form of contract authorized by the County Attorney and valued at less than $25,000 need not be subsequently approved as to form by the County Attorney. Solicitations that will result in contracts with a value over $25,000 shall be approved as to form by the County Attorney regardless of whether the County Attorney has approved the form of the contract.

Contract Term

Contracts for materials and services shall have a specific term (date of commencement and expiration date). Contracts that do not exceed one year may be approved by the County Manager. Contracts with terms that exceed 12 months in duration must be approved by the Board of Supervisors and should not obligate Gila County for more than 4 years. Contracts with annual renewals are acceptable as long as the Board of Supervisors has the option not to renew if so desired.

Contract Scope

Each proposed contract shall have a specific scope of work that identifies the exact service or items to be provided. It shall be the responsibility of the department or elected office engaging or acquiring the service or commodity to assure the contractor's strict compliance with ALL terms and scope of the contract.

Monetary Commitments

The financial terms of all contracts should have a fixed / predetermined value or not to exceed amount. Contracts with variable financial terms such as hourly rates or reimbursable expenses shall have a specific contractual ceiling amount or a not to exceed value.

Contract Approval

1. General Contracts (Rentals, Leases, Service or Maintenance)

All contracts and amendments, regardless of value shall be approved by the appropriate authority in Gila County prior to authorization to proceed. Contracts valued at $50,000 or less per year may be approved by the County Manager or designee. Any contract exceeding $50,000 must be presented to the Board of Supervisors for review and approval. The County Manager may execute an amendment, to any contract initially approved by the Board as long as the amendment does not alter the scope of the contract or the monetary commitment of the original Board award.

2. Grant Contracts (including original applications)

Grant contracts, due to various complexities and time requirements, often necessitate immediate approval in order to take advantage of available funds. Based upon the requirements/restrictions imposed by the grantor it is not always possible to follow approval policy. As such, grant contracts may be expedited by requesting that, with the approval of the Finance Director and County Manager, the Chair of the Board of Supervisors may execute the contract to be subsequently ratified by the Board, regardless of value. Grant applications submitted and approved by the County Manager which automatically become contracts must be submitted to the Board of Supervisors for ratification.

This section is used to expand the approval authority of the current Policy for Accepting and Administering Grants (Number BOS-3-2005).

3. Construction Contracts

Construction contracts for $50,000 or less may be awarded and executed by the County Manager. Construction contracts for more than $50,000 shall be awarded by the Board based upon bid responses presented to the Board of Supervisors at a regularly scheduled Board meeting. The Board award of this bid will authorize the execution of the contract by the Chair of the Board of Supervisors.

4. Emergency Contracts

An emergency constitutes the need to address any existing or potential threat to the public health, welfare, property or safety. Departments or elected offices shall prepare supporting justification of need and provide this with contract scope to the Procurement Group. The County Manager shall review the documentation and if he/she concurs may execute the contract on behalf of Gila County if equal to or less than $50,000.

5. Other Non-Procurement Contracts

Gila County enters other types of contractual arrangements which do not involve the acquisition of materials, services, equipment or construction. Examples of these contractual arrangements include, but are not limited to, acquisition and leasing of interests in real property, subordination agreements, lien releases, franchises, licenses, and software license agreements, use permits, revenue agreements, excise tax certification. The County Manager may approve these contracts if they do not obligate the County for more than 2 years or involve expenditures to the other party of not more than $50,000.

6. Professional Services

Professional Services are those services rendered by a person/firm engaging in a recognized discipline that necessarily requires advanced training and specialized knowledge to perform. Such services also typically result from the predominant use of intellectual skills rather than physical skills.

Professional services for purposes of this policy are defined as including, but not limited to the following:

- Attorneys
- Management of loan proceeds
- Contractual services used by counties when issuing bonds, including consultants, underwriters, and bond servicing companies
- Architects
- Court reporters
- Physicians, nurse practitioners, physical therapists

- Mental health therapists and psychiatrists
- Engineers
- Land surveyors
- Geologists
- Hydrologists
- Landscape architects
- Real estate appraisers
- Financial advising services
- Ambulance services
- Auditors, with the exception of the State Auditor General
- Mappers

Professional service contracts for $50,000 or less may be awarded and executed by the County Manager. Professional service contracts for more than $50,000 shall be awarded by the Board of Supervisors'.

7. Contract Termination

Prior to the completion of their normal contractual terms, County contracts may only be terminated by the same authority the originally approved those contracts. If a contract required County Manager approval, then the termination of the contract would at least require the approval of the County Manager. If a contract required approval by the Board of Supervisors, then the termination of that contract would also require approval of the Board of Supervisors.

Any department or elected office proposing to terminate a contract for convenience or cause must notify the Procurement Group. If the Procurement Group in conjunction with the County Attorney's Office determines that cause exists to terminate the contract or if contract may be terminated for convenience, the Procurement Group shall seek approval to terminate the contract from the approving authority. Upon approval of appointing authority, the Procurement Group shall prepare and deliver all necessary documents to terminate the contract.

Administrative Follow-Up

The Procurement Group shall in cooperation with involved departments or elected offices, follow up on matters such as certificates of insurance, performance bonds, retentions, expirations, cancellations, renewals, and other matters not directly related to delivery of the service or commodity to be supplied under the contract.

For all official correspondence, contractors and internal county departments or elected offices must reference the contract number or associated purchase order number, on all bonds, insurance certificates, invoices, credits, amendments, and other documents related to the contract.

Reporting

The Finance Department will prepare a report on a monthly basis highlighting all contracts that were entered into or terminated over the past calendar month. This report will be submitted to the first regular Board of Supervisors meeting of each month.

SIGNATURES:

ATTEST:

_____

Marian Sheppard

Chief Deputy Clerk

_____	_____
Authorized Signature	Authorized Signature
TOMMIE C. MARTIN	DON E. McDANIEL, JR.
Name Typed or Printed	Name Typed or Printed
Chairman, Board of Supervisors	County Manager
Title	Title

APPROVED AS TO FORM:

_____

County Attorney/Chief Deputy County Attorney

ARF-822 **Regular Agenda Item 3- E**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For: Steve Sanders Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Adopt Resolution No. 11-09-03 authorizing the Chairman to sign a quit claim deed, deeding a portion of Christopher Creek Loop to Landmark at the Creek, LLC.

Background Information

During the regularly scheduled meeting of the Gila County Board of Supervisors on June 7, 2011, the Board accepted a bid in the amount of $500 from Gary Werlinger, managing member of Landmark at the Creek, LLC, for the purchase of a portion of Christopher Creek Loop.

Evaluation

Mr. Werlinger on behalf of Landmark at the Creek, LLC has met all of the requirements of the roadway abandonment process. A Record of Survey Map showing the abandonment has been recorded with the Gila County Recorder.

Conclusion

The next and final step in the abandonment process is for the Chairman of the Board to sign a quit claim deed, deeding the abandoned roadway to Landmark at the Creek, LLC.

Recommendation

It is the recommendation of the Public Works Deputy Director that the Chairman of the Board of Supervisors sign the quit claim deed.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-09-03 authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying the abandoned roadway being a portion of Christopher Creek Loop to Landmark at the Creek, LLC.
(Steve Sanders)

Attachments

QCD for Landmark at the Creek

Resolution No. 11-09-03

When recorded return to:
Gila County Engineering Services
1400 East Ash Street
Globe, Arizona 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim unto **Landmark at the Creek, LLC, an Arizona Limited Liability Company,** the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2011

Approved:

_____
Tommie C. Martin, Chairman
Gila County Board of Supervisors

Attest:

_____
Marian Sheppard,
Chief Deputy Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared Tommie C. Martin, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Chief Deputy Clerk, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

VACATION OF RIGHT-OF-WAY

LANDMARK AT THE CREEK

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 13 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, BEING A FOUND BLM BRASS CAP,

THENCE; CONTINUING SOUTH 89°31'20" WEST(C), NORTH 89°58'00" WEST 516.15 FEET (R&C), ALONG THE SOUTH LINE OF SAID SECTION 19 TO A POINT,

THENCE; NORTH 39°40'40" WEST, 137.34 FEET TO THE WESTERLY CORNER OF LOT 113 OF CHRISTOPHER CREEK HAVEN, PLAT THREE, AS RECORDED IN MAP 201, RECORDS OF GILA COUNTY, ARIZONA,

THENCE; NORTH 50°19'20" EAST, 180.85 FEET(C), NORTH 50°30'00" EAST, 180.85 FEET(R) TO THE WESTERLY CORNER OF LOT 114 OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE, AND THE TRUE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION.

THENCE; NORTH 39°54'00" WEST, 9.74 FEET

THENCE; NORTH 50°19'20" EAST, 210.00 FEET, PARALLEL WITH THE NORTHWEST LINE OF LOTS 114, 115, OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE, TO A POINT NORTH 39°54'00" WEST, 9.74 FEET, PERPENDICULAR TO THE PROLONGATION OF THE NORTHWEST LINE OF SAID CHRISTOPHER CREEK HAVE, PLAT THREE, BEARING NORTH 50°19'20" EAST, 217.63 FEET (M) FROM THE NORTHERLY CORNER OF LOT 115, OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE,

THENCE; SOUTH 39°54'00" EAST, 9.74 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND CONVEYED AS RIGHT-OF-WAY EASEMENT IN FAVOR OF THE ARIZONA DEPARTMENT OF TRANSPORTATION IN DKT. 301, PGS. 94-105 & A.D.O.T. 260 GI 273 H0888 01R – RESULTS OF SURVEY,

THENCE; SOUTH 39°54'00" EAST, 7.24 FEET,

THENCE; SOUTH 50°06'00" WEST, 210.00 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID RIGHT-OF-WAY EASEMENT AS DESCRIBED HEREIN ABOVE, BEARING SOUTH 39°34'00" EAST, 8.05 FEET FROM SAID WESTERLY CORNER OF LOT 114, OF SAID CHRISTOPHER CREEK HAVEN, PLAT THREE,

THENCE; NORTH 39°54'00" WEST, 8.05 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS: 3651 SQUARE FEET, OR 0.08 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32788
MIKE F.
JENNINGS
Date Signed 8/21/12
ARIZONA, U.S.A.

EXPIRES 9-30-13

RESOLUTION NO. 11-09-03

A RESOLUTION APPROVING THE DISPOSAL OF AN UNNECESSARY PUBLIC ROADWAY BEING A PORTION OF CHRISTOPHER CREEK LOOP, AND MORE PARTICULARLY DESCRIBED AND SHOWN ON RECORD OF SURVEY MAP NUMBER 3989 GILA COUNTY RECORDS, GILA COUNTY, ARIZONA

WHEREAS, LANDMARK AT THE CREEK. LLC, owner of the land adjoining that parcel of land hereinbefore described; and

WHEREAS, it has been determined that the disposal of the unnecessary public roadway will not leave any property without access to public roads and streets of Gila County, and is no longer necessary for public use, and the same should be granted; and

WHEREAS, LANDMARK AT THE CREEK, LLC, agree that in consideration of the disposal of the said parcel of land and the conveyance of the ground so vacated to them as the adjoining owner, to release and discharge the COUNTY OF GILA from any and all damages, claims and demands of every kind and nature arising out of the conveyance of the same to him as the adjoining property owner; and

WHEREAS, it is to the best interest of the COUNTY OF GILA to be relieved of the obligation to maintain said parcel of land;

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors:

Section 1: That the portion of land described herein and constituting that portion of Christopher Creek Loop and more particularly described and shown on Record of Survey Map Number 3989, Gila County Records, Gila County, Arizona, is hereby, vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on said parcel of land.

Section 2: That the Chairman of the said Board of Supervisors, be, and she is hereby authorized, empowered and directed to make, execute and deliver in the name and under the seal of the COUNTY OF GILA, a quit claim deed conveying Landmark at the Creek, as owners of the adjacent property, that parcel of land hereinbefore described, and to cause said Deed to be attested and the seal of the said COUNTY OF GILA to be affixed thereto by the Clerk of the said Supervisors.

The above described quit claim deeds and legal descriptions are attached for informational purposes only and will be recorded as separate documents

PASSED AND ADOPTED this 20th day of September 2011, at Globe, Gila County, Arizona

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney

ARF-816 **Regular Agenda Item 3- F**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For: Steve Sanders Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Accept or Reject a Citizens' Petition to Establish, Alter or Abandon a Local Highway

Background Information

Gila County Public Works received a Citizens' Petition to establish, alter or abandon a highway pursuant to Arizona Revised Statute (A.R.S.) §28-6701.

Vertical Heights Road is located in the Globe area. The road begins at the intersection of Pinal Creek Drive and runs in a westerly and northerly direction for approximately fifty eight hundred feet (5800'). The first four thousand feet (4000') is a County highway. This petition is to begin the process to establish the rest of the road as a County highway.

Evaluation

The petition meets the requirements set forth by A.R.S. §28-6701, establishing, altering or abandoning a local highway.

By accepting this petition the Board of Supervisors is not establishing a County highway; rather it is beginning the process and directing the County engineer to make a survey of the proposed highway, and to file with the Board a report of the proposed highway and a map as surveyed that shows the legal subdivision of the lands traversed by the survey as stated in A.R.S. §28-6702.

Conclusion

If the Board accepts the petition and directs the County engineer to begin the process to establish a County highway, the Public Works Division Deputy Director will address the Board at a future date in a public hearing with the results of the survey and at which time the Board will decide whether or not to create a County highway.

Recommendation

It is the recommendation of the Public Works Division Deputy Director to accept the petition and direct the County engineer to begin work as stated in A.R.S. §28-6702.

Suggested Motion

Information/Discussion/Action to accept or reject a Citizens' Petition to begin the process to establish Vertical Heights Road as County highway
(Steve Sanders)

Attachments

Citizen's petition

RECEIVED

AUG 08 2011

GILA COUNTY PUBLIC WORKS

PETITION
TO ESTABLISH OR ALTER A HIGHWAY

Pursuant to A.R.S. §28-6701, we the undersigned, ten (10) or more resident taxpayers of Gila County, respectfully petition the Gila County Board of Supervisors to establish or alter a highway in the county. The beginning of the proposed highway is VERTICAL HEIGHTS The end of the proposed highway is N/W CORNER PARCEL 20501046. The general course and direction of the proposed highway is NORTH by NORTH/EAST. The undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon pursuant to Arizona Revised Statutes 28-6701, et seq.

DATE	NAME	ADDRESS & TAX Parcel NO.	AVERAGE LENGTH OF RESIDENCE PER YEAR
5/10/11	William R. Marshall	863 VERTICAL HEIGHTS 20501030C	12 MONTHS
5/10/11	Phyllis McMichael	863 VERTICAL HEIGHTS 20501030C	12 MONTHS
5/10/11	Chris Norenger	662 vertical Heights	12 months
5/10/11	Katie Lorenzen	662 Vertical Heights	12 months
5/12/11	Diana Godon	159 W. Vertical Heights	12 months
5/12/11	Patty J. Baack #20501030B 20501046	998 W. Vertical Height	12 months
5/13/11	Tracy Baack	998 W. Vertical Hghts	12 MONTHS
5-15-11	Jim Lindsey #205-01-048F7 048E	649. VERTICAL HIGH	12 MONTHS
5-17-11	R. Hobbs	1077 W. Vertical Hts	12 months
5/18/11	Brian Marshall	863 VERTICAL HEIGHTS	6 MONTHS
7/8/11	Larry LeCompte	1025 W. Vertical Heights	12 months
7-8-11	Barbara LeCompte	1025 W. Vertical Heights	12 months
7-12-11	Kris Hahn	1035 W. Vertical Heights	12 months

PETITION
TO ESTABLISH OR ALTER A HIGHWAY

Pursuant to A.R.S. §28-6701, we the undersigned, ten (10) or more resident taxpayers of Gila County, respectfully petition the Gila County Board of Supervisors to establish or alter a highway in the county. The beginning of the proposed highway is VERTICAL HEIGHTS The end of the proposed highway is N/W CORNER PARCEL 20501046 The general course and direction of the proposed highway is NORTH ON NORTHEAST. The undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon pursuant to Arizona Revised Statutes 28-6701, et seq.

DATE	NAME	ADDRESS & TAX Parcel NO.	AVERAGE LENGTH OF RESIDENCE PER YEAR
6-30-11	Cody Roarch	1076 W. Vertical Heights	Full Time
6-30-11	Tiffiny Roarch	1076. W. Vertical Heights	Full Time
6-30-11	Brady Morgan	same	Half time
6-30-11	Peter Roarch	1076 West Vertical Heights	Full Time
6/11/11	Don McGregor	5/6/8 VERT HEIGHTS	FULL TIME
7/28/11	Jeff Morgan	971 W. VERTICAL HTS.	Full Time
7/28/11	Jackie C. Morgan	971 W Vertical Hts	Full Time

ARF-820 **Regular Agenda Item 3- G**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For: Steve Sanders Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Vacation of an Unnamed Alleyway Lying between Hill and Marian Streets

Background Information

The Gila County policy on the abandonment of roadways in Gila County lets staff initiate abandonment proceedings with approval from the Board of Supervisors. This request is to begin the process to abandon an unnamed alley lying between Hill and Marian Streets and between a portion of blocks 23 and 24 as shown on Miami Map No. 2, Official Map No. 22, Gila County Records.

The alley was created when Miami Map No. 2 was recorded on October 9, 1909. The area is known as lower Miami and more specifically it is the property occupied by Triple Nichol Storage Center and Volvo Rents.
The alley in question is not needed for maintenance purposes by Gila County, and it is important to an adjacent land owner. By initiating this process, Gila County plans to eventually deed this portion of this alley to an adjacent land owner, putting it back on the tax rolls and using it for a more efficient purpose.

Evaluation

Abandoning this portion of the alley does not negatively affect Gila County or our ability to maintain this area. It does assist an adjacent land owner in the service to their customers.

Conclusion

Abandoning this alley assists an adjacent land owner in the service to their customers, and allows Gila County to continue to provide for the area residents.

Recommendation

It is the recommendation of the Public Works Deputy Director to begin the process of abandoning a portion of the unnamed alley shown on Miami Map No. 2, Official Map No. 22, Gila County Records.

Suggested Motion

Information/Discussion/Action to direct staff to begin the process to abandon the unnamed alley lying between Hill and Marian Streets and between a portion of blocks 23 and 24 as shown on Miami Map No. 2, Official Map No. 22, Gila County Records. **(Steve Sanders)**

ARF-827 **Regular Agenda Item 3- H**

Regular BOS Meeting

Meeting Date: 09/20/2011

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

Department: Elections Department

Presenter's Name: Linda Eastlick

Information

Request/Subject

Gila County Supervisorial and Community College Redistricting.

Background Information

The Gila County Redistricting Advisory Committee submitted its ideas to the Board on August 15, 2011. On August 23, the Board discussed all ideas during a work session and on September 6, the Board determined which Supervisorial and College Districts mapping alternatives were to be taken out for a second round of public meetings to be held during the period September 6-16.

Evaluation

The second round of public meetings has been held and the Board should now review, evaluate, and discuss in detail all information provided by the public, redistricting consultants, and Elections staff. This review should include in-depth discussions of the pertinent voting pattern analyses including minority regression, and other U.S. Department of Justice preclearance requirements.

Conclusion

The Board has the ultimate responsibility and authority to approve redistricting plans for the County. Prior to making final mapping decisions on October 3, the Board of Supervisors can take this opportunity to consider all of the information provided, hear further input from consultants, staff, and the public, and discuss the redistricting alternatives in detail.

Recommendation

The Elections Director recommends that the Board discuss mapping alternatives and all comments, consider all options, and prepare for making final mapping decisions at the Board meeting to be held October 3, 2011

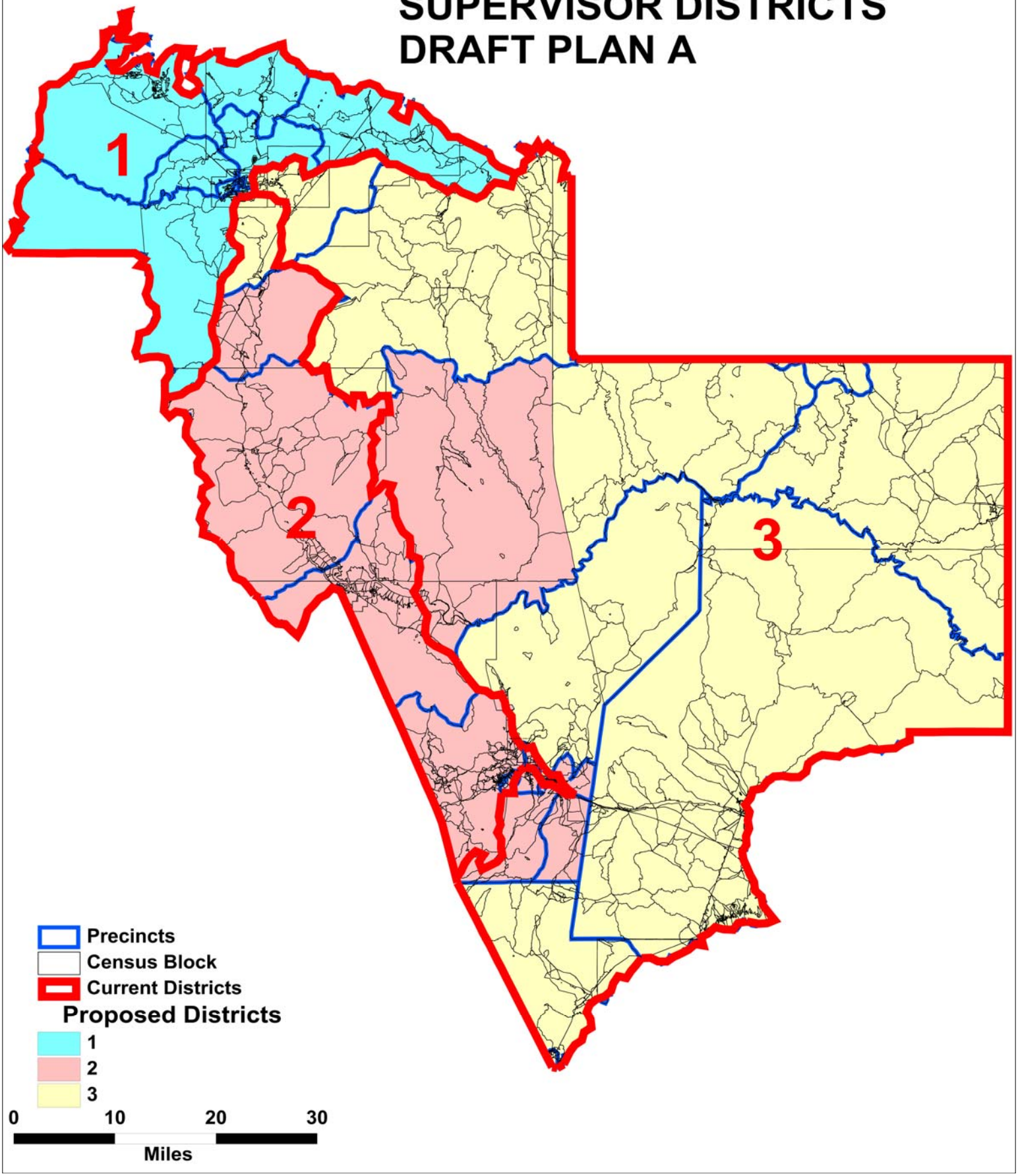
Suggested Motion

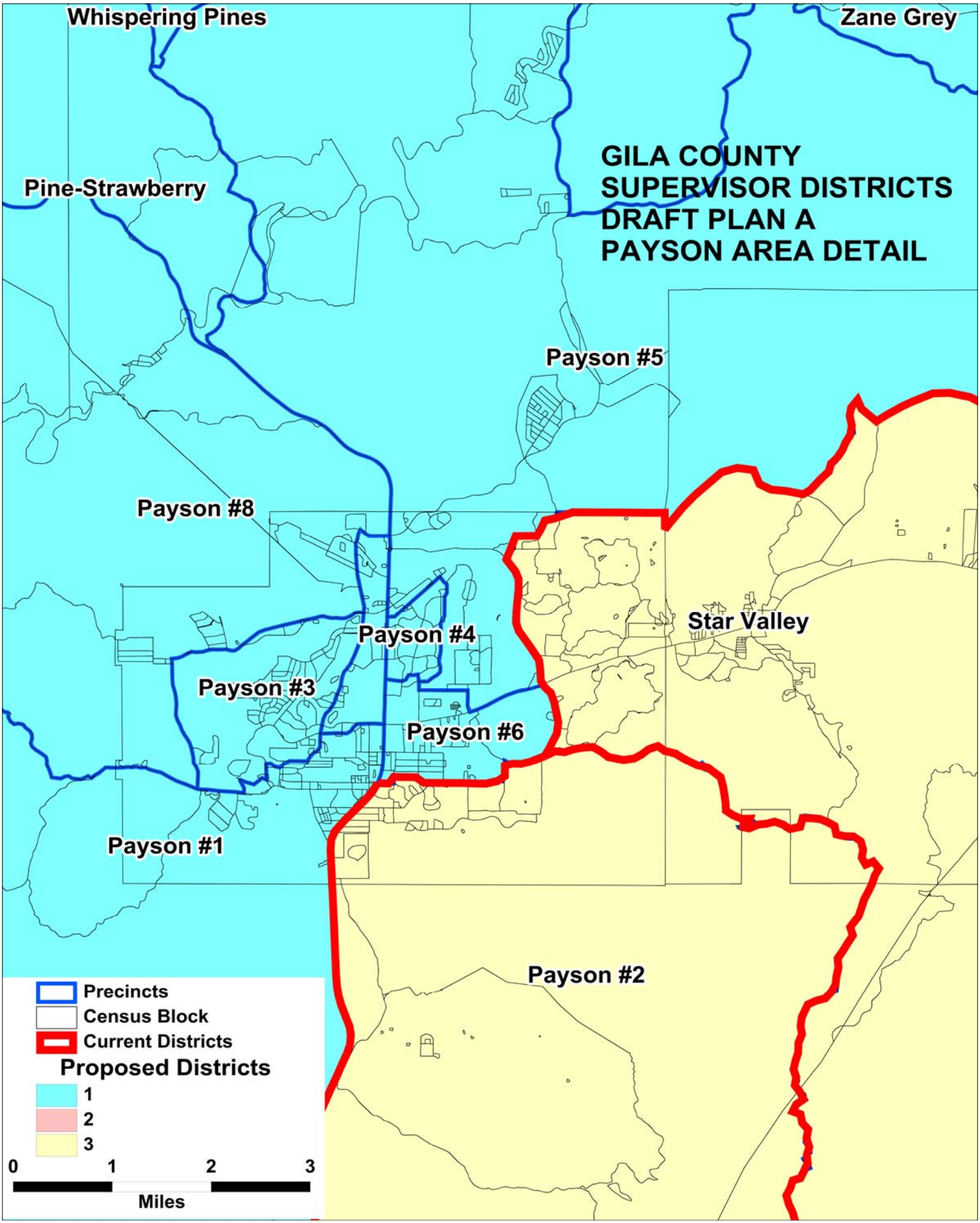
Information/Discussion/Action regarding redistricting of Gila County Supervisorial and College Districts, review of public comments and alternative redistricting maps. No vote will be taken to approve redistricting maps, however, the Board may take action to provide further direction to staff regarding mapping alternatives.
(Linda Eastlick)

Attachments

BOS Draft Plan A Map
BOS Draft Plan A Report
BOS Draft Plan B Map
BOS Draft Plan B Report
BOS Draft Plan C Map
BOS Draft Plan C Report
BOS Draft Plan D Map
BOS Draft Plan D Report
GCC Draft Plan 1 Map
GCC Draft Plan 1 Report
GCC Draft Plan 2 Map
GCC Draft Plan 2 Report
GCC Draft Plan 3 Map
GCC Draft Plan 3 Report

GILA COUNTY SUPERVISOR DISTRICTS DRAFT PLAN A




GILA COUNTY
SUPERVISOR DISTRICTS
DRAFT PLAN A
PAYSON AREA DETAIL
Whispering Pines
Zane Grey
Pine-Strawberry
Payson #5
Payson #8
Payson #4
Payson #3
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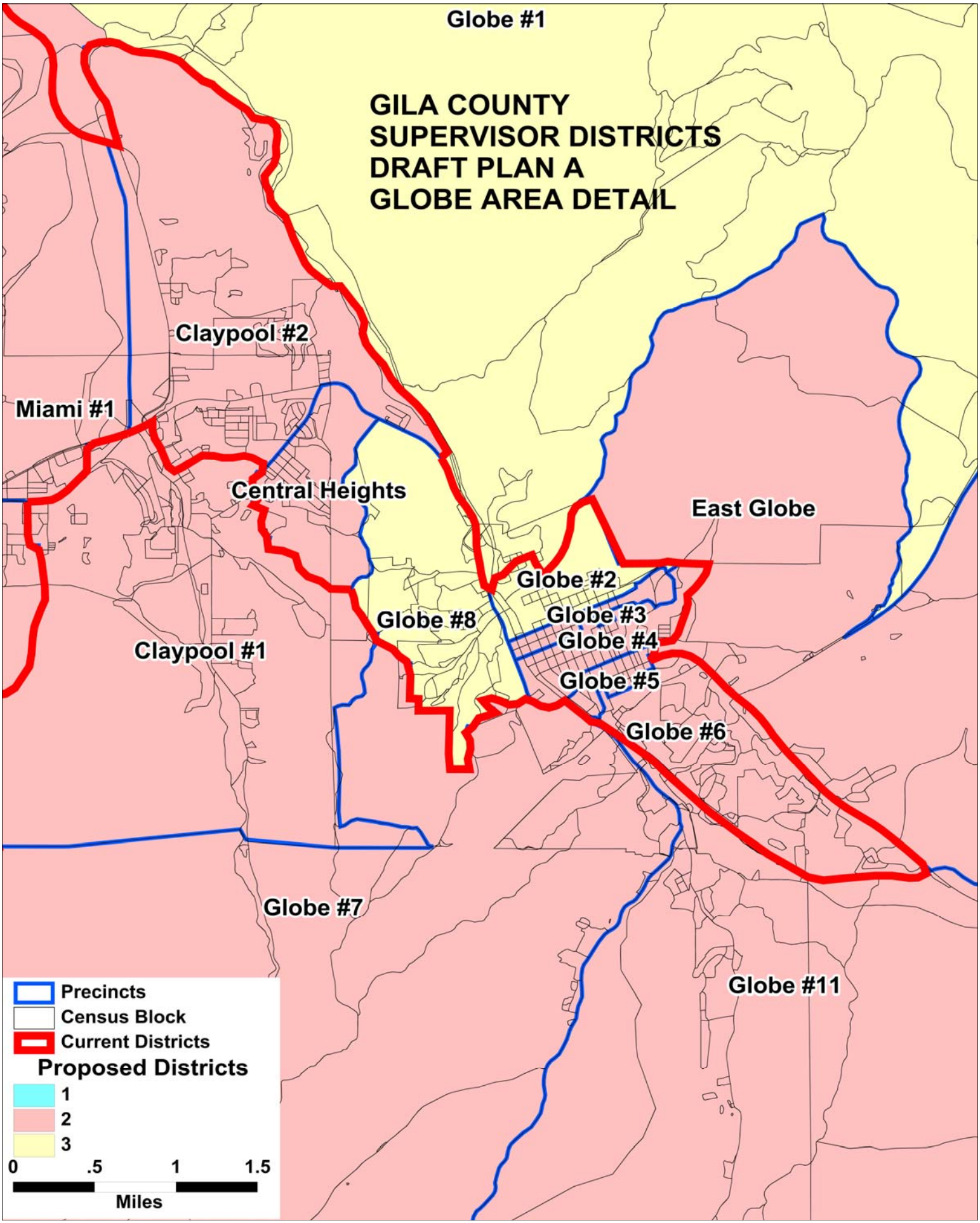
GILA COUNTY
SUPERVISOR DISTRICTS
DRAFT PLAN A
GLOBE AREA DETAIL
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Claypool #2
Miami #1
Central Heights
East Globe
Globe #2
Globe #3
Globe #4
Globe #5
Globe #6
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Claypool #1
Globe #7
Globe #11
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Census Block
Current Districts
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GILA COUNTY SUPERVISORIAL DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN A

Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	1,467	5,236	2,885	***9,588***
Non-Hispanic White	16,025	11,908	7,365	***35,298***
Non-Hispanic Black	87	126	35	***248***
Non-Hispanic American Indian	357	667	6,951	***7,975***
Non-Hispanic Asian	114	130	77	***321***
Non-Hispanic Hawaiian	22	10	7	***39***
Non-Hispanic other race	20	27	19	***66***
Non-Hispanic two or more races	13	17	32	***62***
Total Population	***18,105***	***18,121***	***17,371***	***53,597***
Percent:				
Hispanic, of any race	8.10%	28.89%	16.61%	***17.89%***
Non-Hispanic White	88.51%	65.71%	42.40%	***65.86%***
Non-Hispanic Black	0.48%	0.70%	0.20%	***0.46%***
Non-Hispanic American Indian	1.97%	3.68%	40.01%	***14.88%***
Non-Hispanic Asian	0.63%	0.72%	0.44%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.06%	0.04%	***0.07%***
Non-Hispanic other race	0.11%	0.15%	0.11%	***0.12%***
Non-Hispanic two or more races	0.07%	0.09%	0.18%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	17,866	17,866	17,866	***Total***
Total Population	18,105	18,121	17,371	***deviation:***
Numeric deviation from Ideal Value	239	255	-495	***750***
Percent deviation from Ideal Value	1.34%	1.43%	-2.77%	***4.20%***

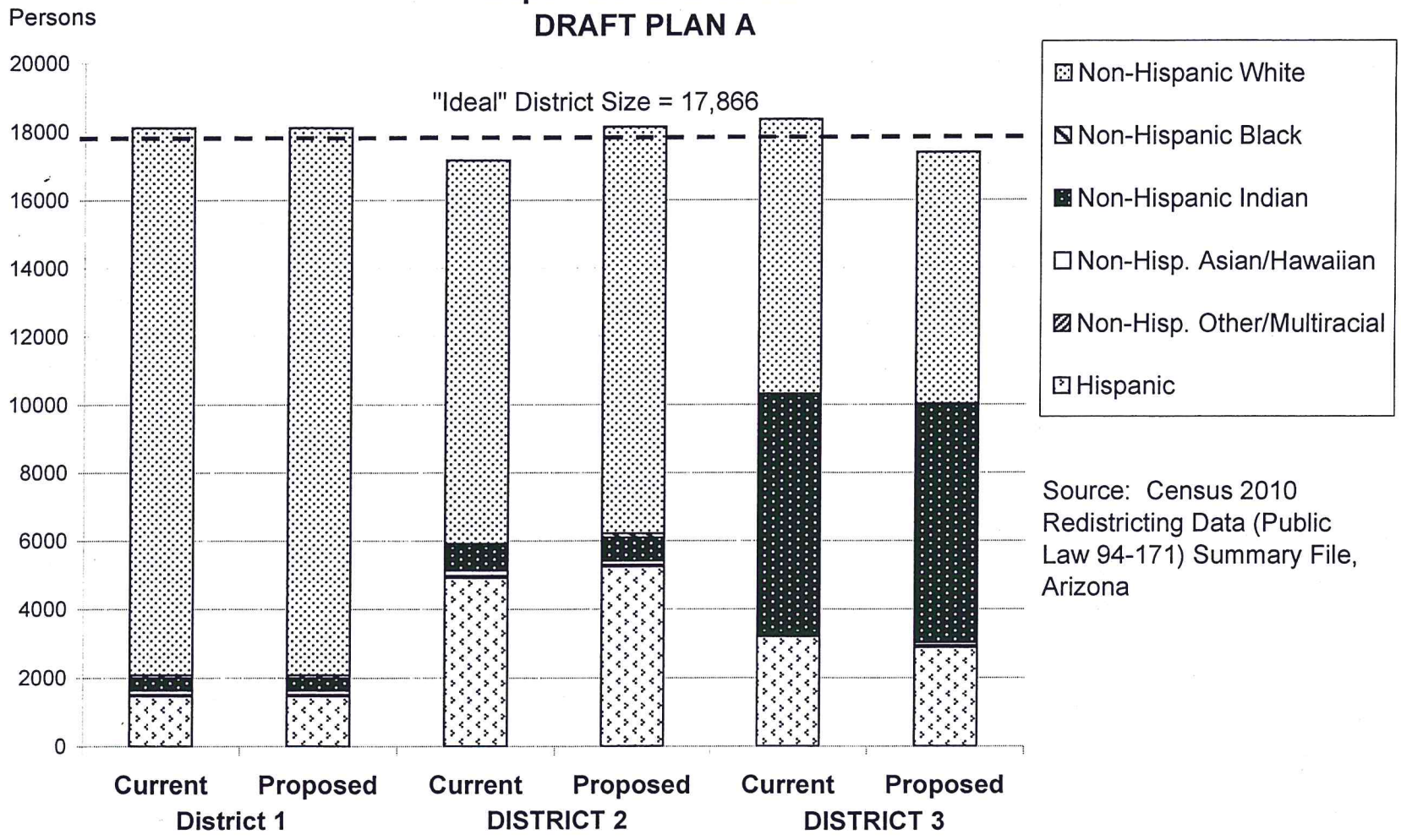
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY SUPERVISORIAL DISTRICTS
VOTING-AGE POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN A

Voting-Age Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	947	3,603	1,969	***6,519***
Non-Hispanic White	13,806	9,914	6,202	***29,922***
Non-Hispanic Black	47	101	23	***171***
Non-Hispanic American Indian	266	461	4,418	***5,145***
Non-Hispanic Asian	90	100	62	***252***
Non-Hispanic Hawaiian	17	7	6	***30***
Non-Hispanic other race	9	19	16	***44***
Non-Hispanic two or more races	11	13	19	***43***
Voting-Age Population	***15,193***	***14,218***	***12,715***	***42,126***
Voting-Age Percent:				
Hispanic, of any race	6.23%	25.34%	15.49%	***15.48%***
Non-Hispanic White	90.87%	69.73%	48.78%	***71.03%***
Non-Hispanic Black	0.31%	0.71%	0.18%	***0.41%***
Non-Hispanic American Indian	1.75%	3.24%	34.75%	***12.21%***
Non-Hispanic Asian	0.59%	0.70%	0.49%	***0.60%***
Non-Hispanic Hawaiian	0.11%	0.05%	0.05%	***0.07%***
Non-Hispanic other race	0.06%	0.13%	0.13%	***0.10%***
Non-Hispanic two or more races	0.07%	0.09%	0.15%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

Race and Origin Composition of Current and Proposed Gila County Supervisorial Districts
DRAFT PLAN A

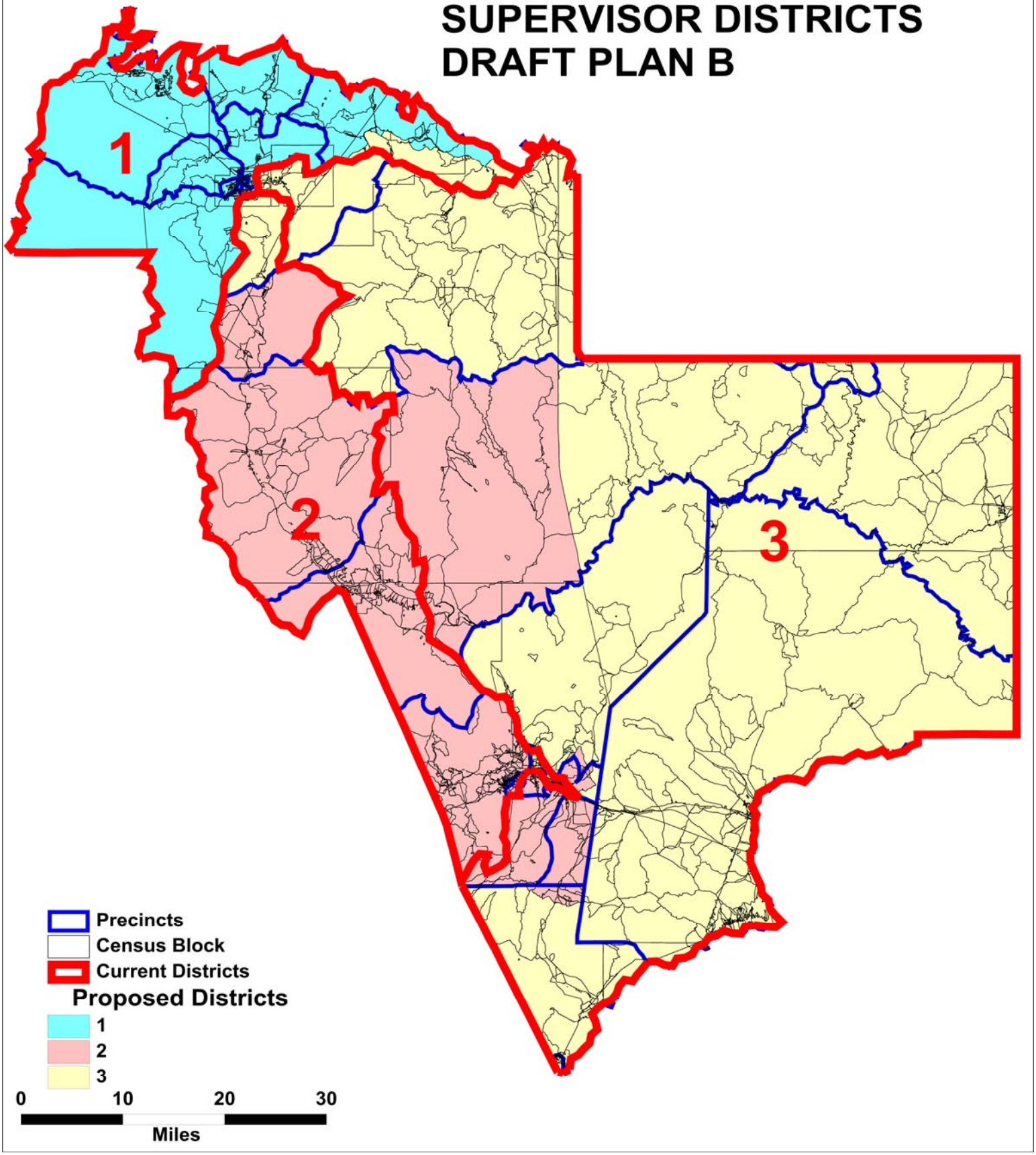


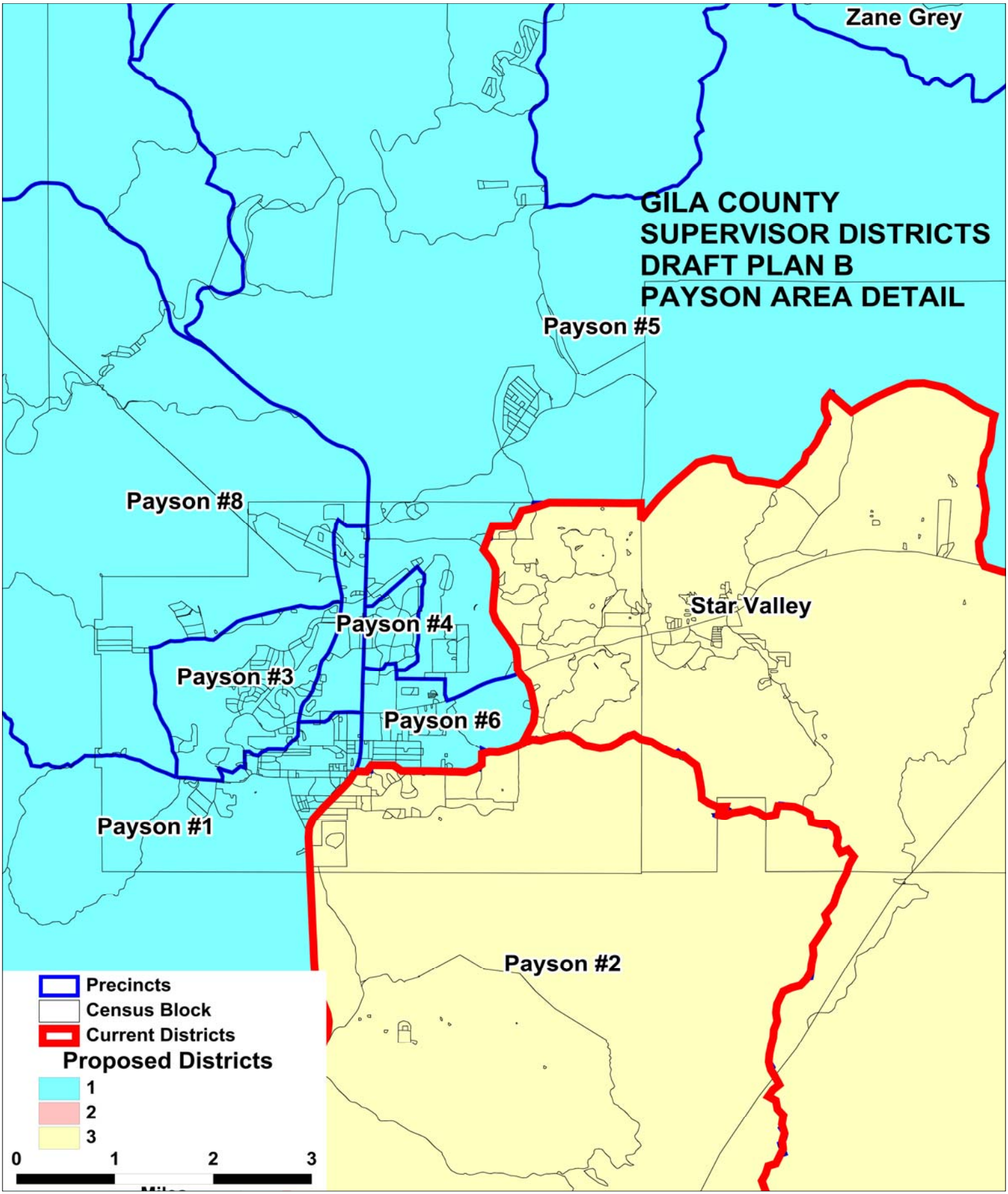
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY SUPERVISORIAL DISTRICTS
DRAFT PLAN A

	Current	Proposed Plan	Change
Population, District 1	18,105	18,105	0
Population, District 2	17,151	18,121	970
Population, District 3	18,341	17,371	-970
Population deviation, District 1	239	239	
Population deviation, District 2	-715	255	
Population deviation, District 3	475	-495	
Percent deviation, District 1	1.34%	1.34%	
Percent deviation, District 2	-4.00%	1.43%	
Percent deviation, District 3	2.66%	-2.77%	
Total plan deviation, number	1,190	750	
Total plan deviation, percent	6.66%	4.20%	
Percent voting-age Hispanic, District 1	6.23%	6.23%	0.00%
Percent voting-age Hispanic, District 2	24.88%	25.34%	0.46%
Percent voting-age Hispanic, District 3	16.45%	15.49%	-0.96%
Percent V-A Non-Hispanic Native American, District 1	1.75%	1.75%	0.00%
Percent V-A Non-Hispanic Native American, District 2	3.63%	3.24%	-0.39%
Percent V-A Non-Hispanic Native American, District 3	32.77%	34.75%	1.98%
Percent V-A Non-Hispanic Black, District 1	0.31%	0.31%	0.00%
Percent V-A Non-Hispanic Black, District 2	0.46%	0.71%	0.25%
Percent V-A Non-Hispanic Black, District 3	0.46%	0.18%	-0.28%
Percent voting-age total minority residents, District 1	9.13%	9.13%	0.00%
Percent voting-age total minority residents, District 2	30.16%	30.27%	0.11%
Percent voting-age total minority residents, District 3	50.28%	51.22%	0.94%

GILA COUNTY SUPERVISOR DISTRICTS DRAFT PLAN B




GILA COUNTY
SUPERVISOR DISTRICTS
DRAFT PLAN B
PAYSON AREA DETAIL
Zane Grey
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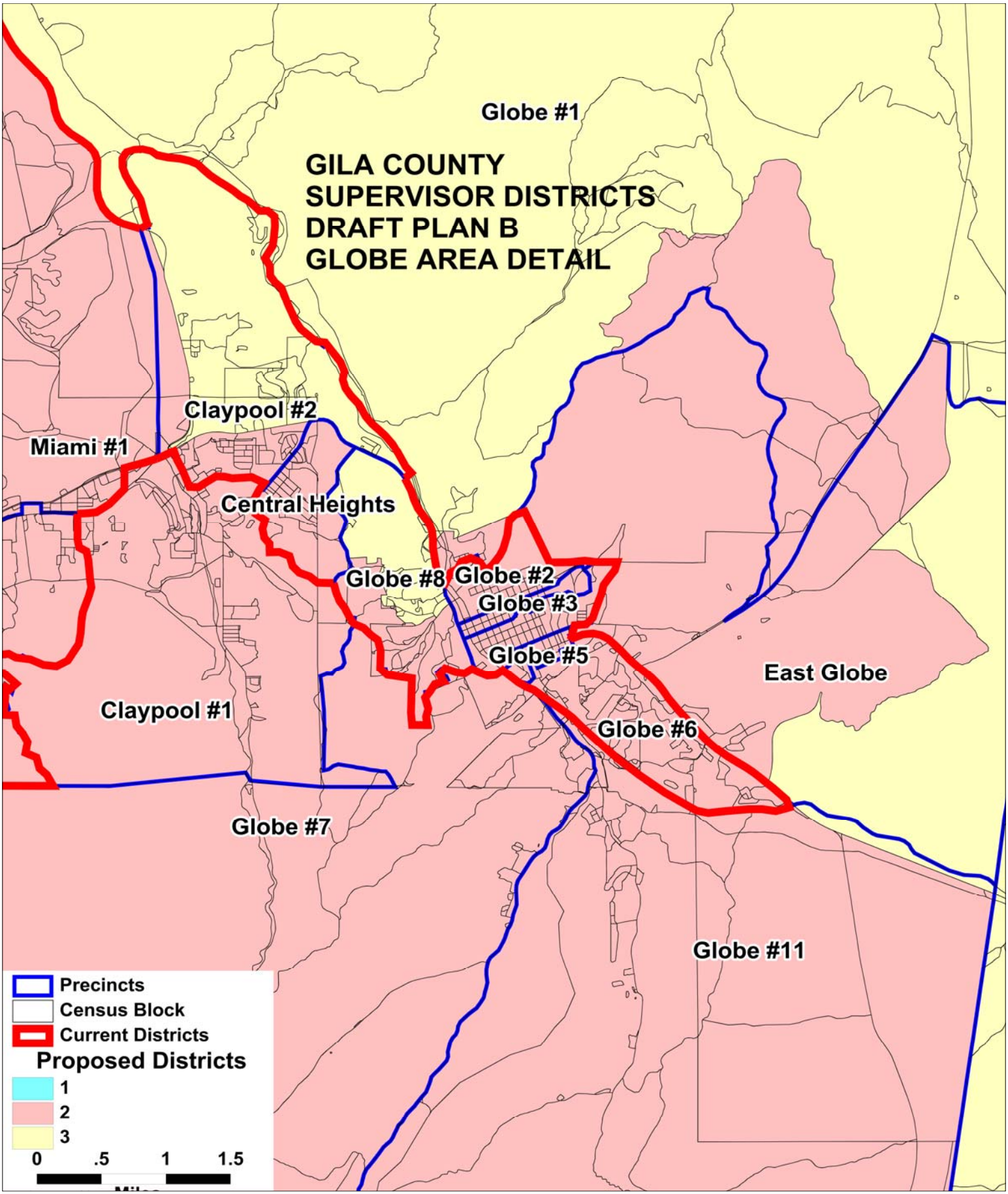
GILA COUNTY
SUPERVISOR DISTRICTS
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GLOBE AREA DETAIL
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GILA COUNTY SUPERVISORIAL DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN B

Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	1,465	5,257	2,866	***9,588***
Non-Hispanic White	15,891	11,751	7,656	***35,298***
Non-Hispanic Black	85	98	65	***248***
Non-Hispanic American Indian	356	677	6,942	***7,975***
Non-Hispanic Asian	114	126	81	***321***
Non-Hispanic Hawaiian	22	5	12	***39***
Non-Hispanic other race	20	24	22	***66***
Non-Hispanic two or more races	13	23	26	***62***
Total Population	***17,966***	***17,961***	***17,670***	***53,597***
Percent:				
Hispanic, of any race	8.15%	29.27%	16.22%	***17.89%***
Non-Hispanic White	88.45%	65.43%	43.33%	***65.86%***
Non-Hispanic Black	0.47%	0.55%	0.37%	***0.46%***
Non-Hispanic American Indian	1.98%	3.77%	39.29%	***14.88%***
Non-Hispanic Asian	0.63%	0.70%	0.46%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.03%	0.07%	***0.07%***
Non-Hispanic other race	0.11%	0.13%	0.12%	***0.12%***
Non-Hispanic two or more races	0.07%	0.13%	0.15%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	17,866	17,866	17,866	***Total***
Total Population	17,966	17,961	17,670	***deviation:***
Numeric deviation from Ideal Value	100	95	-196	***296***
Percent deviation from Ideal Value	0.56%	0.53%	-1.10%	***1.66%***

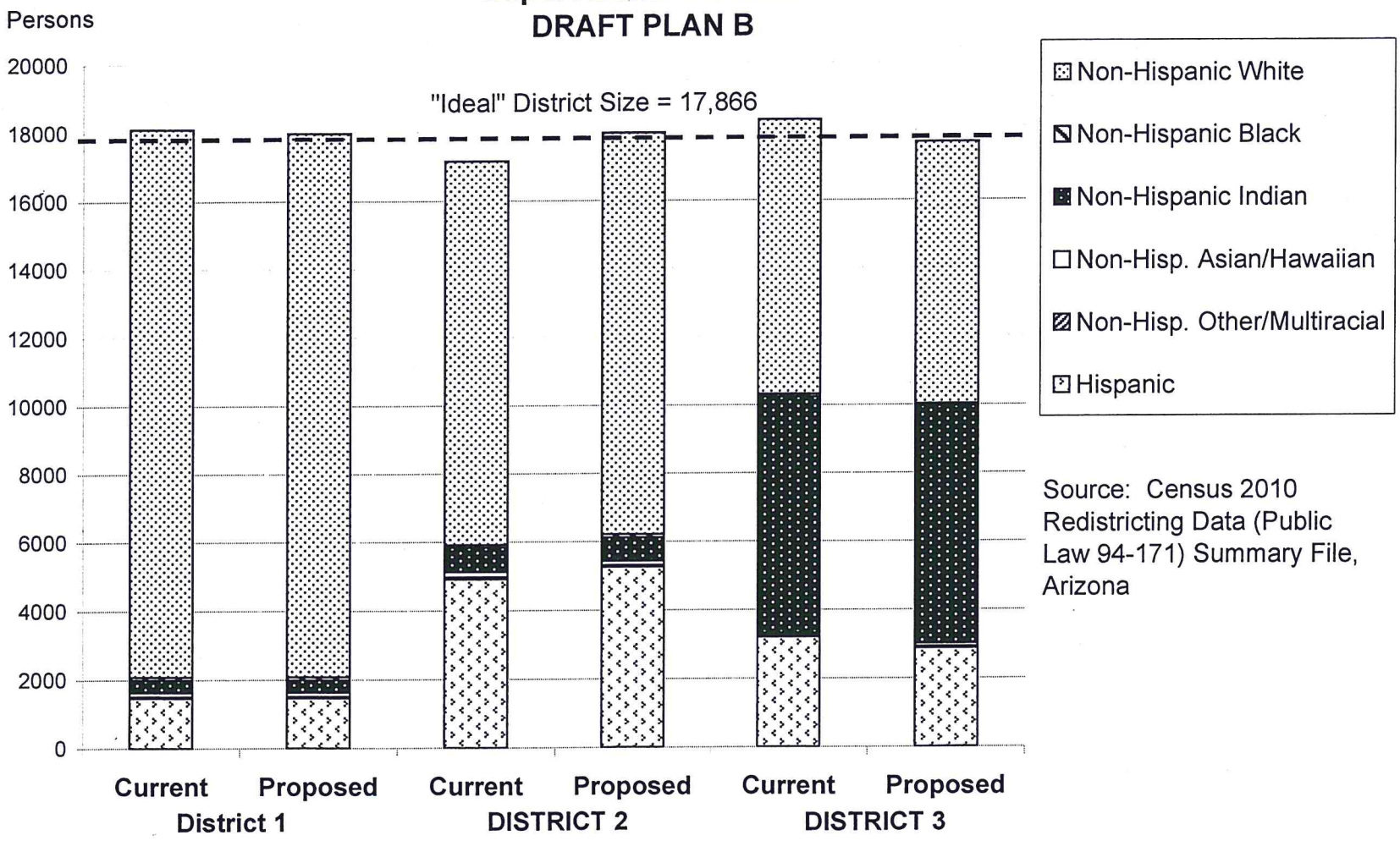
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY SUPERVISORIAL DISTRICTS
VOTING-AGE POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN B

Voting-Age Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	945	3,629	1,945	***6,519***
Non-Hispanic White	13,682	9,792	6,448	***29,922***
Non-Hispanic Black	47	76	48	***171***
Non-Hispanic American Indian	265	457	4,423	***5,145***
Non-Hispanic Asian	90	97	65	***252***
Non-Hispanic Hawaiian	17	3	10	***30***
Non-Hispanic other race	9	16	19	***44***
Non-Hispanic two or more races	11	16	16	***43***
Voting-Age Population	***15,066***	***14,086***	***12,974***	***42,126***
Voting-Age Percent:				
Hispanic, of any race	6.27%	25.76%	14.99%	***15.48%***
Non-Hispanic White	90.81%	69.52%	49.70%	***71.03%***
Non-Hispanic Black	0.31%	0.54%	0.37%	***0.41%***
Non-Hispanic American Indian	1.76%	3.24%	34.09%	***12.21%***
Non-Hispanic Asian	0.60%	0.69%	0.50%	***0.60%***
Non-Hispanic Hawaiian	0.11%	0.02%	0.08%	***0.07%***
Non-Hispanic other race	0.06%	0.11%	0.15%	***0.10%***
Non-Hispanic two or more races	0.07%	0.11%	0.12%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

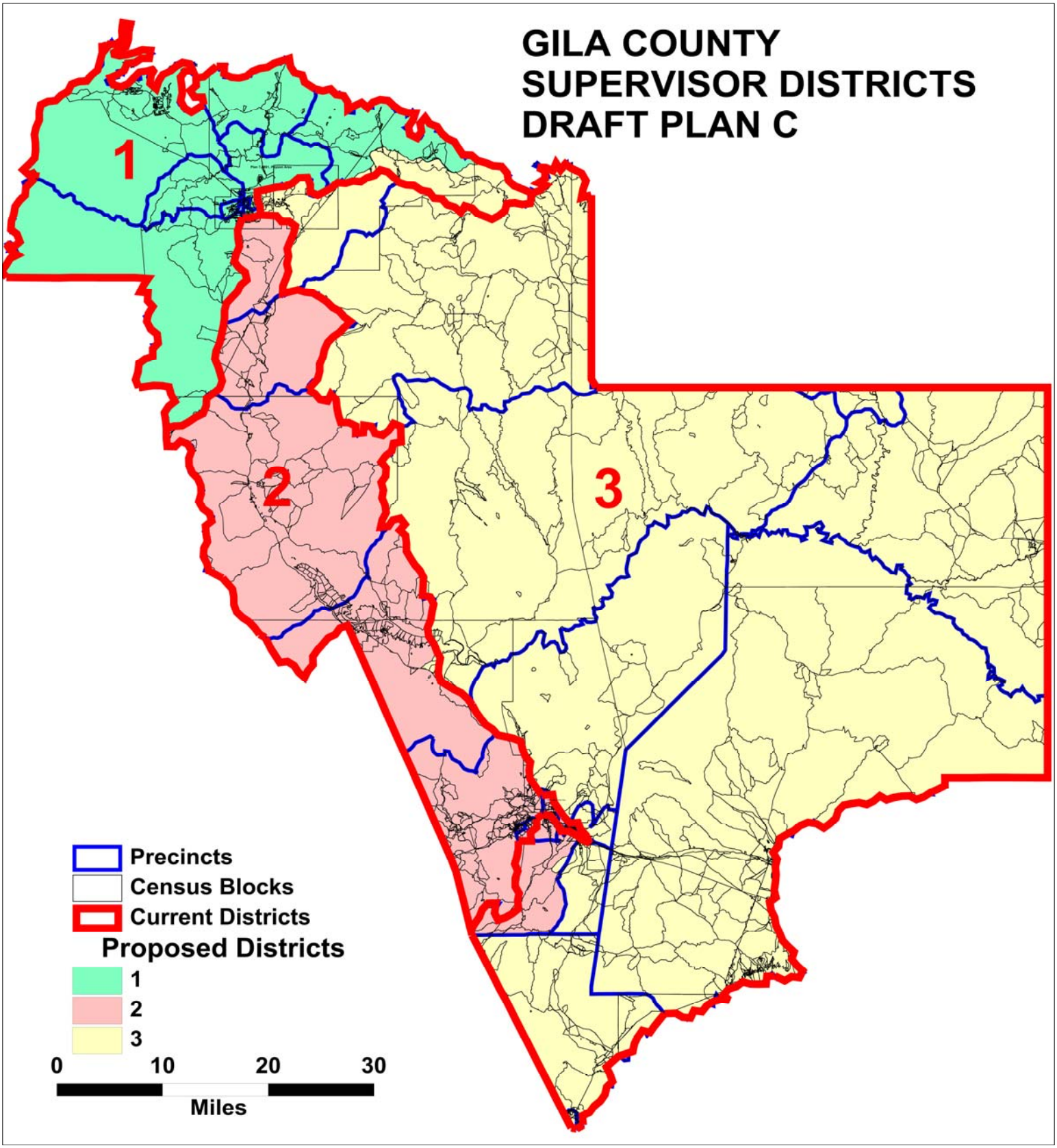
Race and Origin Composition of Current and Proposed Gila County Supervisorial Districts
DRAFT PLAN B



Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY SUPERVISORIAL DISTRICTS
DRAFT PLAN B

	Current	Proposed Plan	Change
Population, District 1	18,105	17,966	-139
Population, District 2	17,151	17,961	810
Population, District 3	18,341	17,670	-671
Population deviation, District 1	239	100	
Population deviation, District 2	-715	95	
Population deviation, District 3	475	-196	
Percent deviation, District 1	1.34%	0.56%	
Percent deviation, District 2	-4.00%	0.53%	
Percent deviation, District 3	2.66%	-1.10%	
Total plan deviation, number	1,190	296	
Total plan deviation, percent	6.66%	1.66%	
Percent voting-age Hispanic, District 1	6.23%	6.27%	0.04%
Percent voting-age Hispanic, District 2	24.88%	25.76%	0.88%
Percent voting-age Hispanic, District 3	16.45%	14.99%	-1.46%
Percent V-A Non-Hispanic Native American, District 1	1.75%	1.76%	0.01%
Percent V-A Non-Hispanic Native American, District 2	3.63%	3.24%	-0.39%
Percent V-A Non-Hispanic Native American, District 3	32.77%	34.09%	1.32%
Percent V-A Non-Hispanic Black, District 1	0.31%	0.31%	0.00%
Percent V-A Non-Hispanic Black, District 2	0.46%	0.54%	0.08%
Percent V-A Non-Hispanic Black, District 3	0.46%	0.37%	-0.09%
Percent voting-age total minority residents, District 1	9.13%	9.19%	0.06%
Percent voting-age total minority residents, District 2	30.16%	30.48%	0.32%
Percent voting-age total minority residents, District 3	50.28%	50.30%	0.02%


GILA COUNTY
SUPERVISOR DISTRICTS
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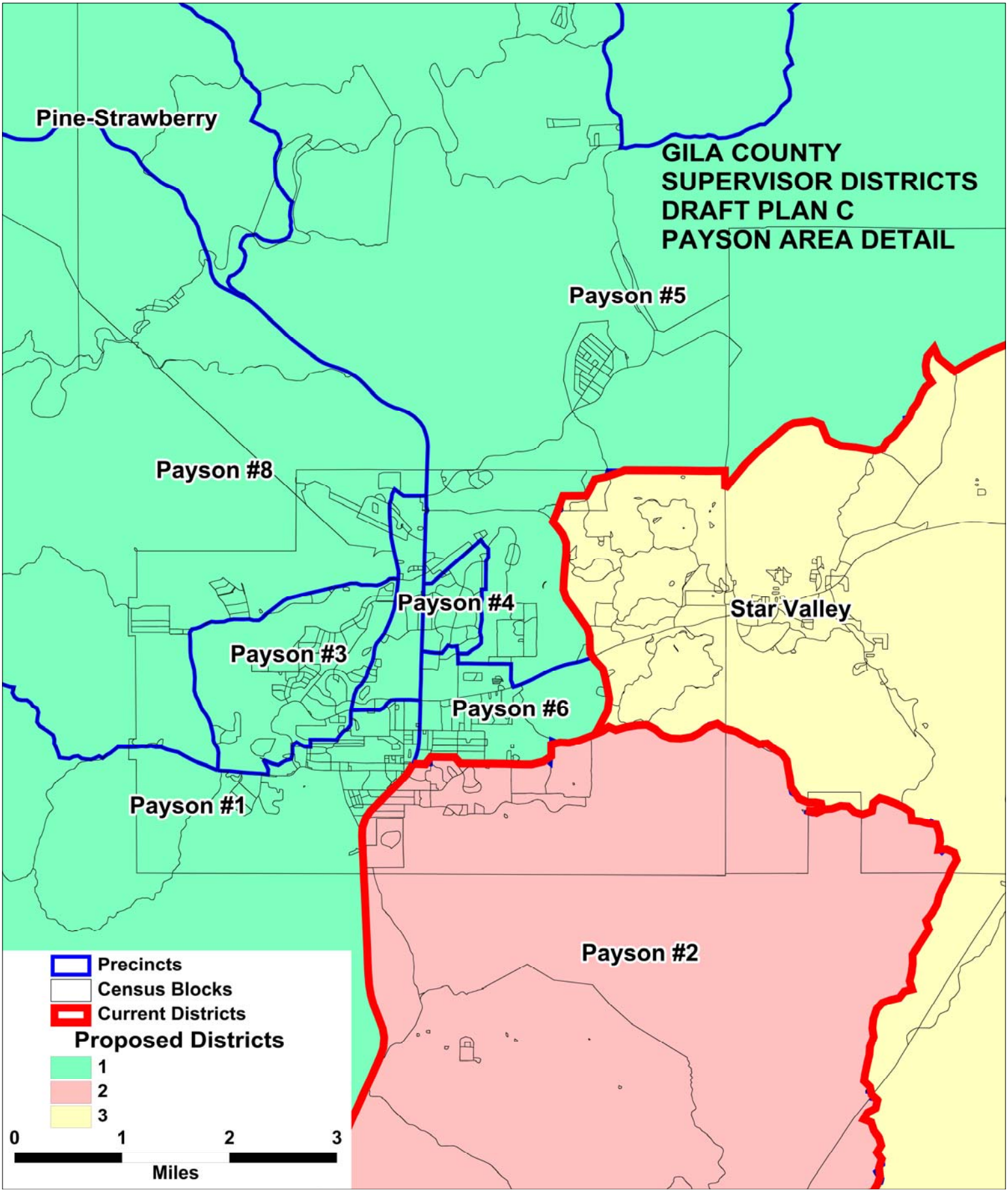
GILA COUNTY
SUPERVISOR DISTRICTS
DRAFT PLAN C
PAYSON AREA DETAIL
Pine-Strawberry
Payson #5
Payson #8
Payson #4
Payson #3
Payson #6
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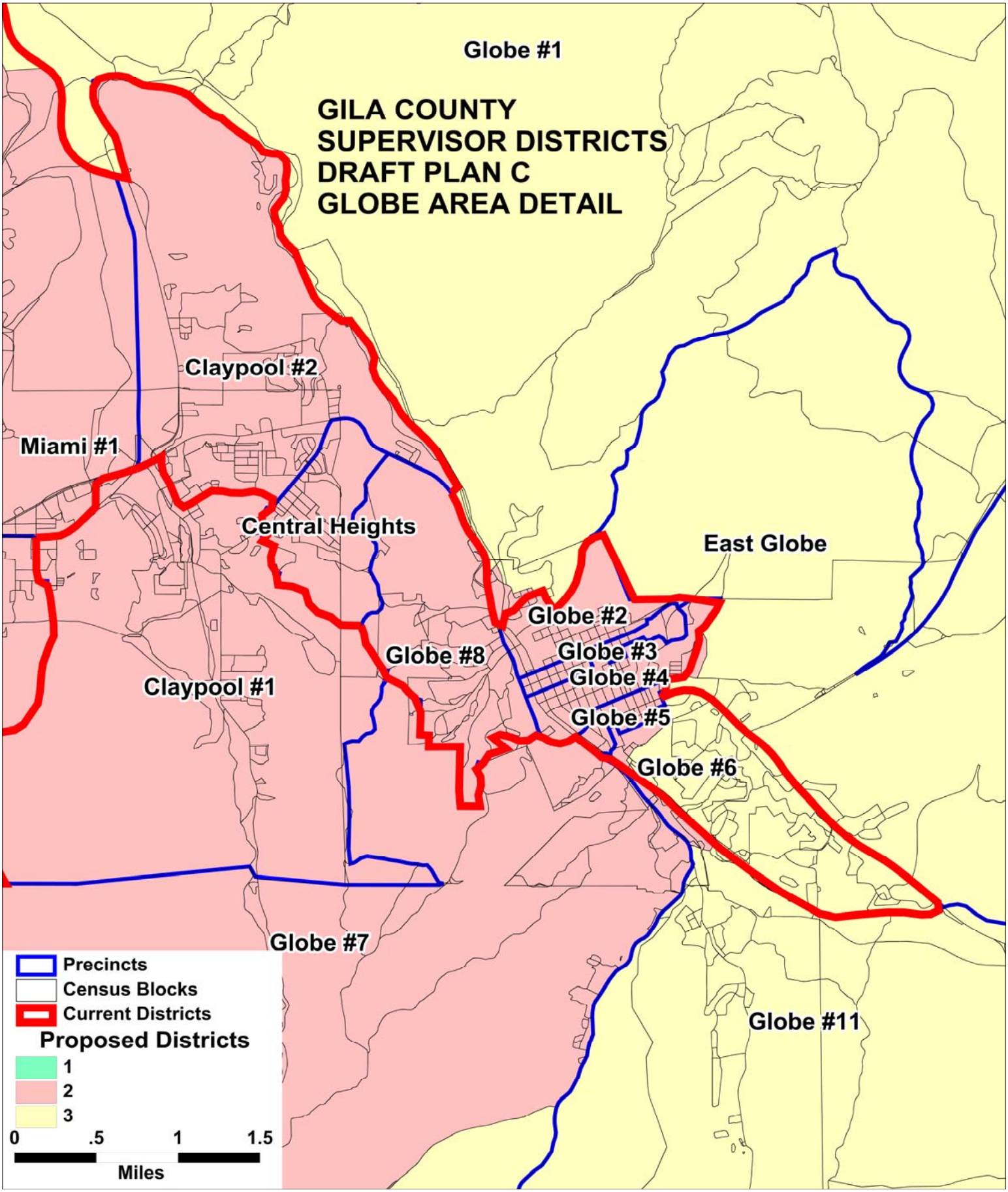
GILA COUNTY
SUPERVISOR DISTRICTS
DRAFT PLAN C
GLOBE AREA DETAIL
Globe #1
Claypool #2
Miami #1
Central Heights
East Globe
Globe #2
Globe #3
Globe #4
Globe #5
Globe #6
Globe #8
Claypool #1
Globe #7
Globe #11
Precincts
Census Blocks
Current Districts
Proposed Districts
1
2
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0
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1
1.5
Miles

GILA COUNTY SUPERVISORIAL DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN C

Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	1,463	5,178	2,947	***9,588***
Non-Hispanic White	15,799	11,807	7,692	***35,298***
Non-Hispanic Black	83	93	72	***248***
Non-Hispanic American Indian	356	686	6,933	***7,975***
Non-Hispanic Asian	114	128	79	***321***
Non-Hispanic Hawaiian	22	11	6	***39***
Non-Hispanic other race	20	31	15	***66***
Non-Hispanic two or more races	13	21	28	***62***
Total Population	***17,870***	***17,955***	***17,772***	***53,597***
Percent:				
Hispanic, of any race	8.19%	28.84%	16.58%	***17.89%***
Non-Hispanic White	88.41%	65.76%	43.28%	***65.86%***
Non-Hispanic Black	0.46%	0.52%	0.41%	***0.46%***
Non-Hispanic American Indian	1.99%	3.82%	39.01%	***14.88%***
Non-Hispanic Asian	0.64%	0.71%	0.44%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.06%	0.03%	***0.07%***
Non-Hispanic other race	0.11%	0.17%	0.08%	***0.12%***
Non-Hispanic two or more races	0.07%	0.12%	0.16%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	17,866	17,866	17,866	***Total***
Total Population	17,870	17,955	17,772	***deviation:***
Numeric deviation from Ideal Value	4	89	-94	***183***
Percent deviation from Ideal Value	0.02%	0.50%	-0.52%	***1.02%***

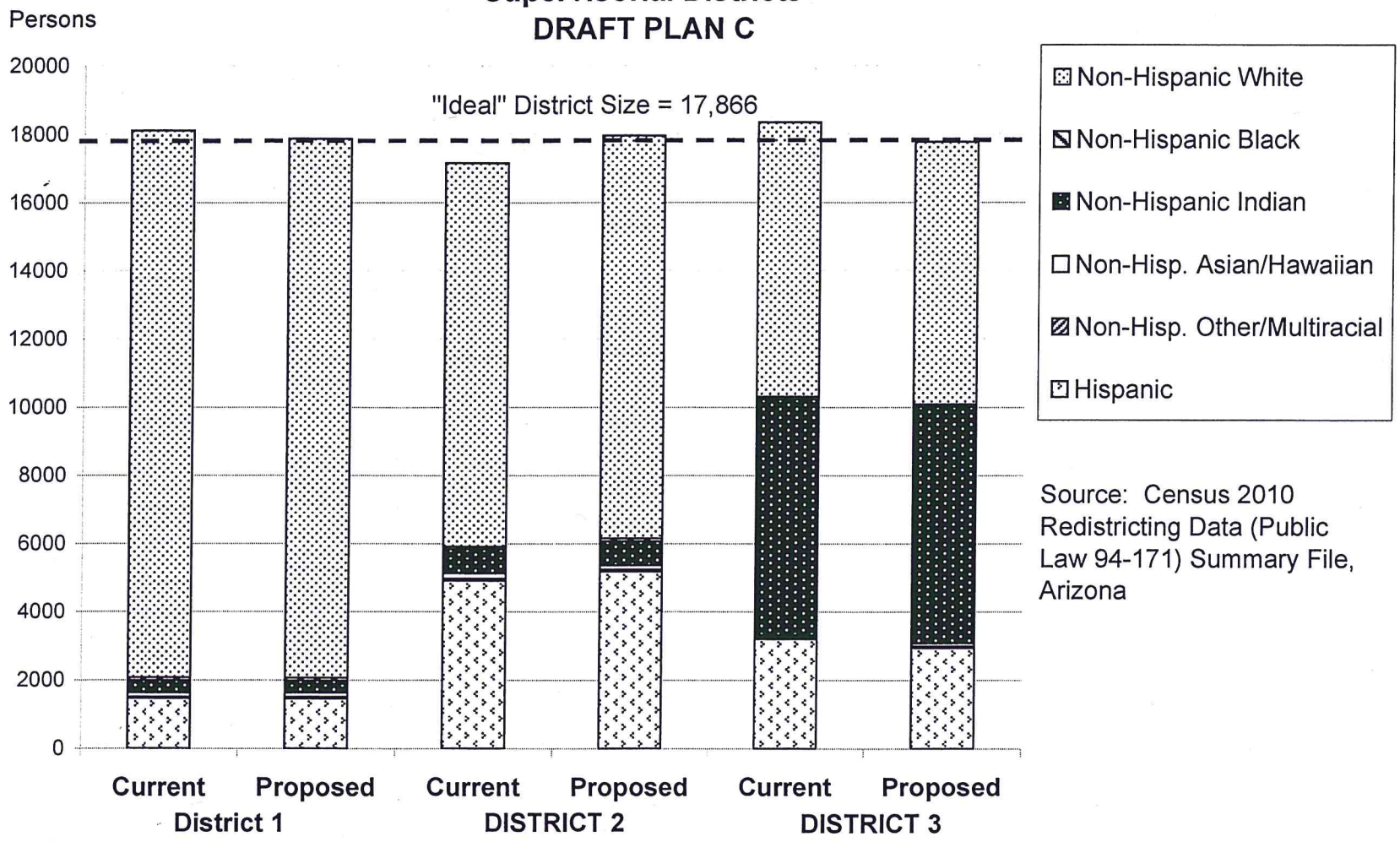
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY SUPERVISORIAL DISTRICTS
VOTING-AGE POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN C

Voting-Age Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	943	3,544	2,032	***6,519***
Non-Hispanic White	13,601	9,794	6,527	***29,922***
Non-Hispanic Black	46	69	56	***171***
Non-Hispanic American Indian	265	463	4,417	***5,145***
Non-Hispanic Asian	90	98	64	***252***
Non-Hispanic Hawaiian	17	8	5	***30***
Non-Hispanic other race	9	23	12	***44***
Non-Hispanic two or more races	11	15	17	***43***
Voting-Age Population	***14,982***	***14,014***	***13,130***	***42,126***
Voting-Age Percent:				
Hispanic, of any race	6.29%	25.29%	15.48%	***15.48%***
Non-Hispanic White	90.78%	69.89%	49.71%	***71.03%***
Non-Hispanic Black	0.31%	0.49%	0.43%	***0.41%***
Non-Hispanic American Indian	1.77%	3.30%	33.64%	***12.21%***
Non-Hispanic Asian	0.60%	0.70%	0.49%	***0.60%***
Non-Hispanic Hawaiian	0.11%	0.06%	0.04%	***0.07%***
Non-Hispanic other race	0.06%	0.16%	0.09%	***0.10%***
Non-Hispanic two or more races	0.07%	0.11%	0.13%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

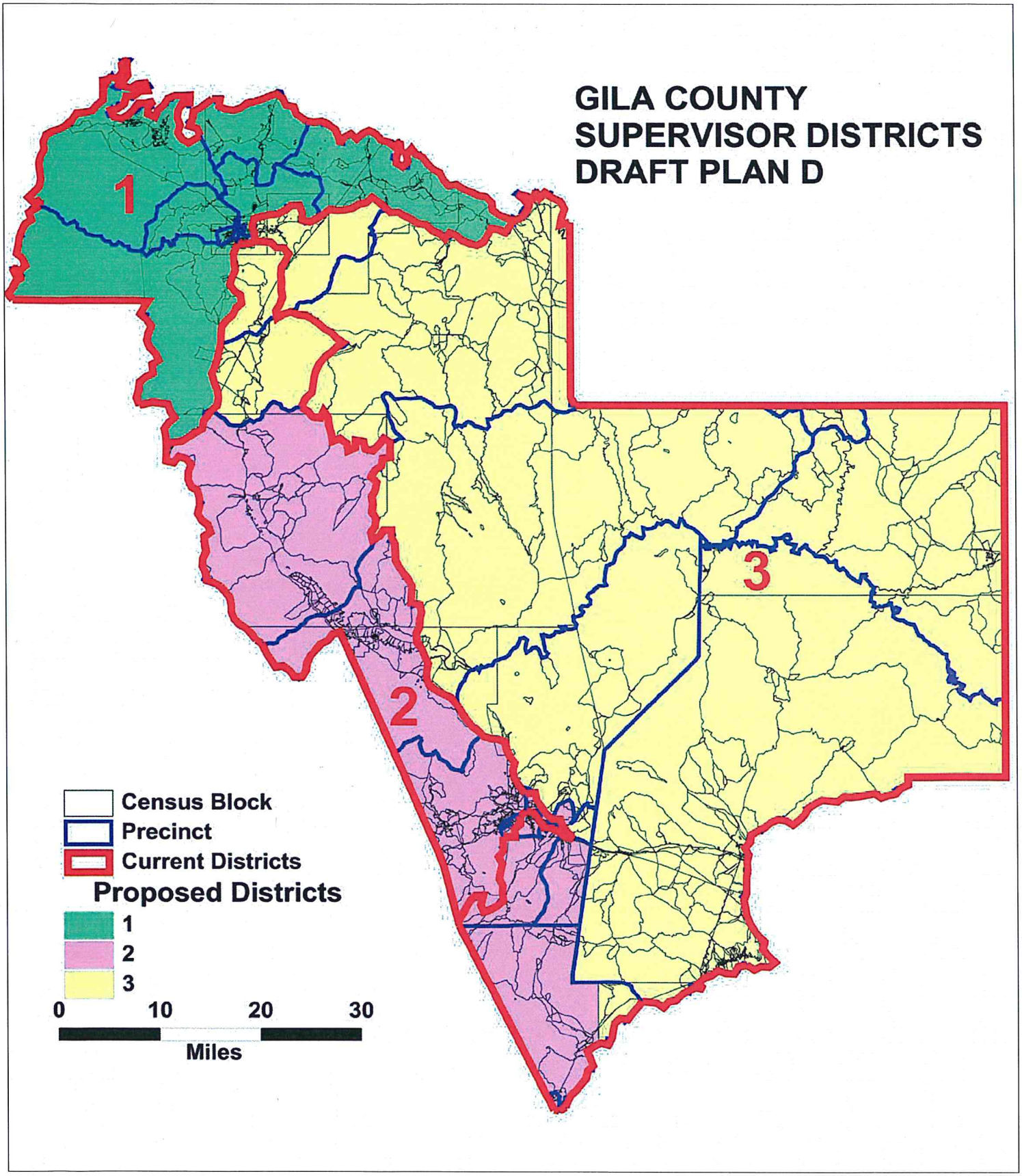
Race and Origin Composition of Current and Proposed Gila County Supervisorial Districts
DRAFT PLAN C



Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY SUPERVISORIAL DISTRICTS
DRAFT PLAN C

	Current	Proposed Plan	Change
Population, District 1	18,105	17,870	-235
Population, District 2	17,151	17,955	804
Population, District 3	18,341	17,772	-569
Population deviation, District 1	239	4	
Population deviation, District 2	-715	89	
Population deviation, District 3	475	-94	
Percent deviation, District 1	1.34%	0.02%	
Percent deviation, District 2	-4.00%	0.50%	
Percent deviation, District 3	2.66%	-0.52%	
Total plan deviation, number	1,190	183	
Total plan deviation, percent	6.66%	1.02%	
Percent voting-age Hispanic, District 1	6.23%	6.29%	0.06%
Percent voting-age Hispanic, District 2	24.88%	25.29%	0.41%
Percent voting-age Hispanic, District 3	16.45%	15.48%	-0.97%
Percent V-A Non-Hispanic Native American, District 1	1.75%	1.77%	0.02%
Percent V-A Non-Hispanic Native American, District 2	3.63%	3.30%	-0.33%
Percent V-A Non-Hispanic Native American, District 3	32.77%	33.64%	0.87%
Percent V-A Non-Hispanic Black, District 1	0.31%	0.31%	0.00%
Percent V-A Non-Hispanic Black, District 2	0.46%	0.49%	0.03%
Percent V-A Non-Hispanic Black, District 3	0.46%	0.43%	-0.03%
Percent voting-age total minority residents, District 1	9.13%	9.22%	0.09%
Percent voting-age total minority residents, District 2	30.16%	30.11%	-0.05%
Percent voting-age total minority residents, District 3	50.28%	50.29%	0.01%


GILA COUNTY
SUPERVISOR DISTRICTS
DRAFT PLAN D
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Census Block
Precinct
Current Districts
Proposed Districts
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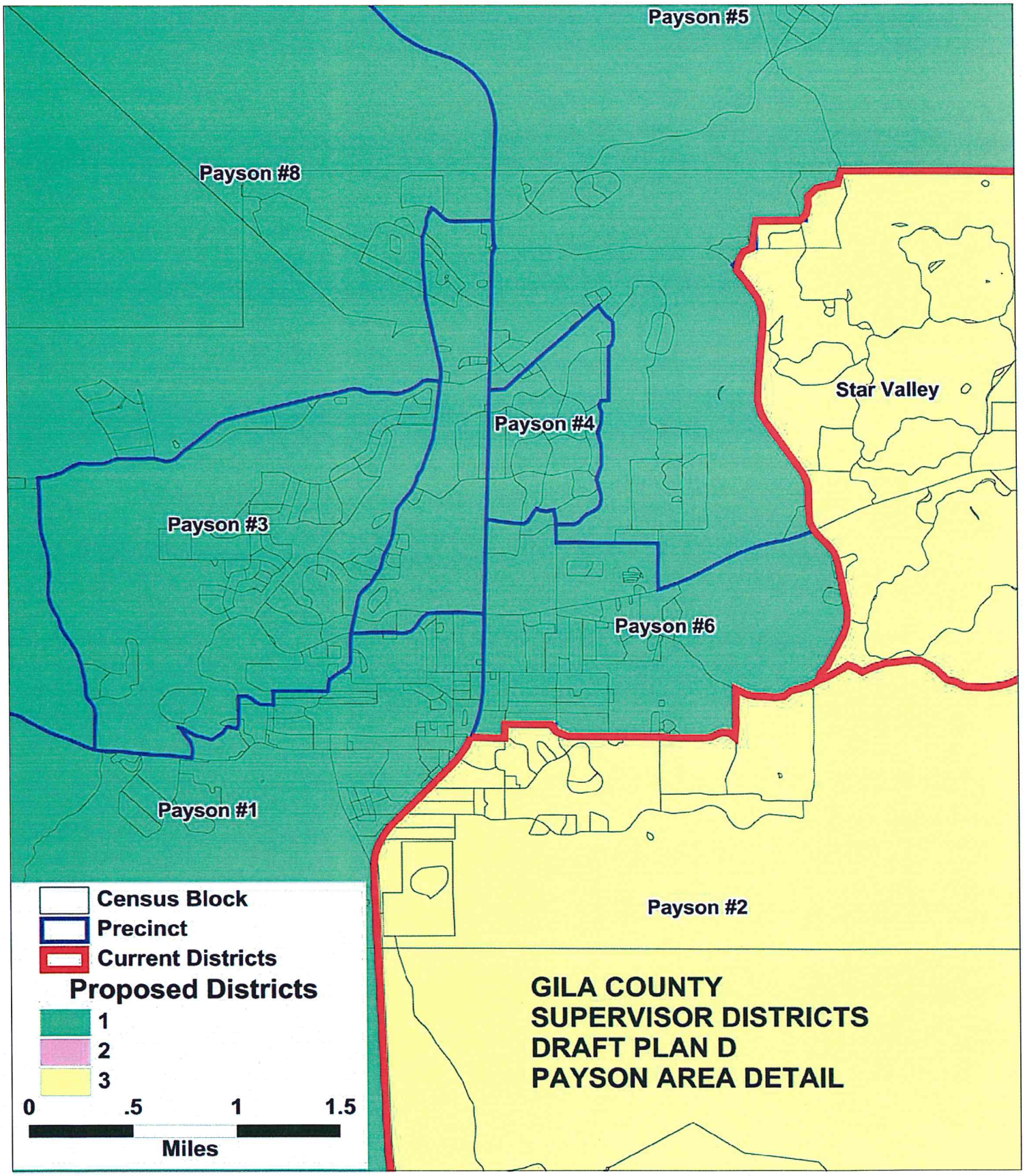
Miles


Payson #5
Payson #8
Star Valley
Payson #4
Payson #3
Payson #6
Payson #1
Payson #2
Census Block
Precinct
Current Districts
Proposed Districts
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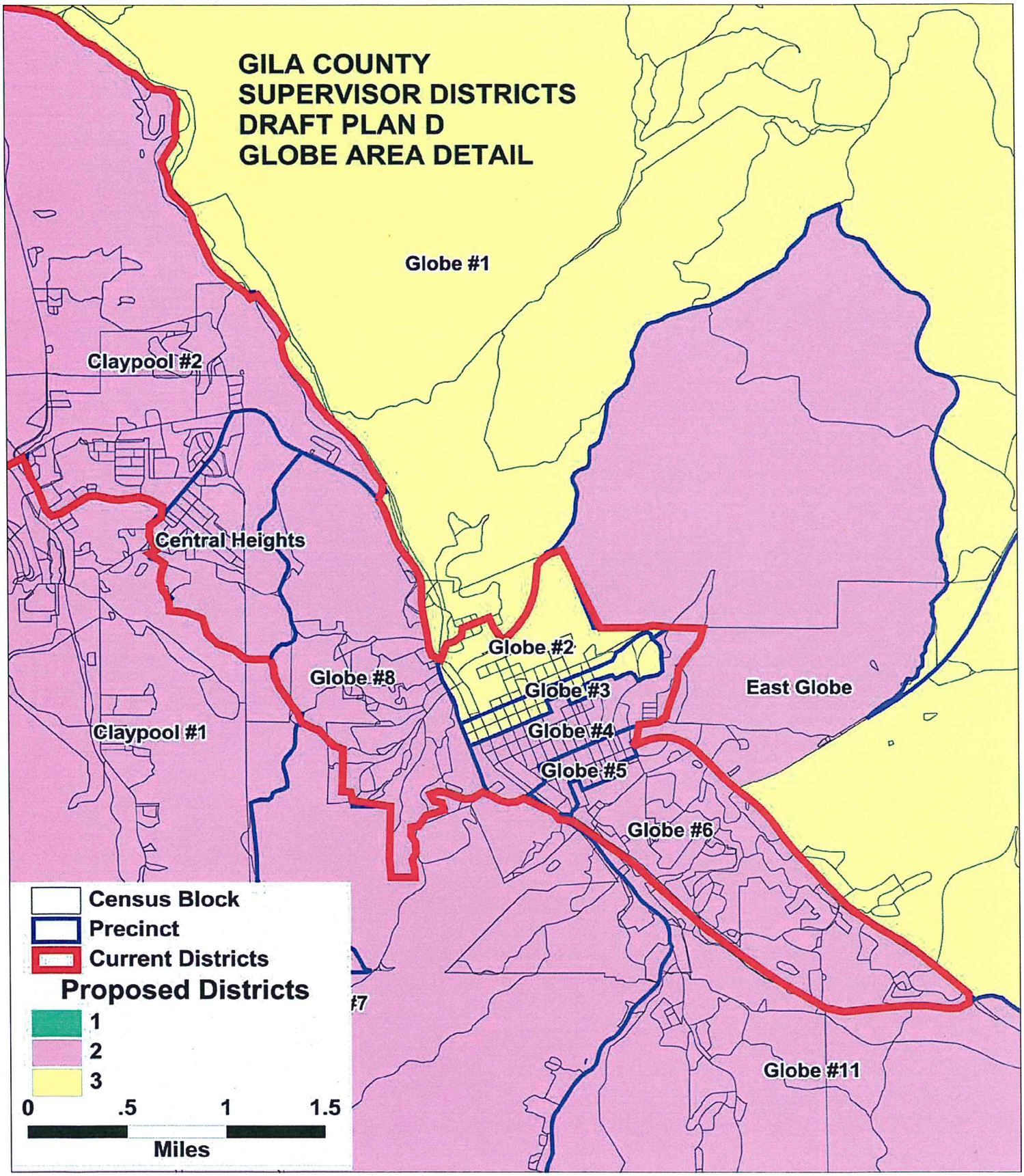
GILA COUNTY
SUPERVISOR DISTRICTS
DRAFT PLAN D
PAYSON AREA DETAIL


GILA COUNTY
SUPERVISOR DISTRICTS
DRAFT PLAN D
GLOBE AREA DETAIL
Globe #1
Claypool #2
Central Heights
Globe #2
Globe #8
Globe #3
East Globe
Claypool #1
Globe #4
Globe #5
Globe #6
Globe #11
Census Block
Precinct
Current Districts
Proposed Districts
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Miles

GILA COUNTY SUPERVISORIAL DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN D

Number:	**District 1**	**District 2**	**District 3**	**Total, All Districts**
Hispanic, of any race	1,467	6,226	1,895	***9,588***
Non-Hispanic White	16,025	10,424	8,849	***35,298***
Non-Hispanic Black	87	96	65	***248***
Non-Hispanic American Indian	357	629	6,989	***7,975***
Non-Hispanic Asian	114	127	80	***321***
Non-Hispanic Hawaiian	22	11	6	***39***
Non-Hispanic other race	20	25	21	***66***
Non-Hispanic two or more races	13	24	25	***62***
Total Population	***18,105***	***17,562***	***17,930***	***53,597***
Percent:				
Hispanic, of any race	8.10%	35.45%	10.57%	***17.89%***
Non-Hispanic White	88.51%	59.36%	49.35%	***65.86%***
Non-Hispanic Black	0.48%	0.55%	0.36%	***0.46%***
Non-Hispanic American Indian	1.97%	3.58%	38.98%	***14.88%***
Non-Hispanic Asian	0.63%	0.72%	0.45%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.06%	0.03%	***0.07%***
Non-Hispanic other race	0.11%	0.14%	0.12%	***0.12%***
Non-Hispanic two or more races	0.07%	0.14%	0.14%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	17,866	17,866	17,866	***Total***
Total Population	18,105	17,562	17,930	***deviation:***
Numeric deviation from Ideal Value	239	-304	64	***543***
Percent deviation from Ideal Value	1.34%	-1.70%	0.36%	***3.04%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona

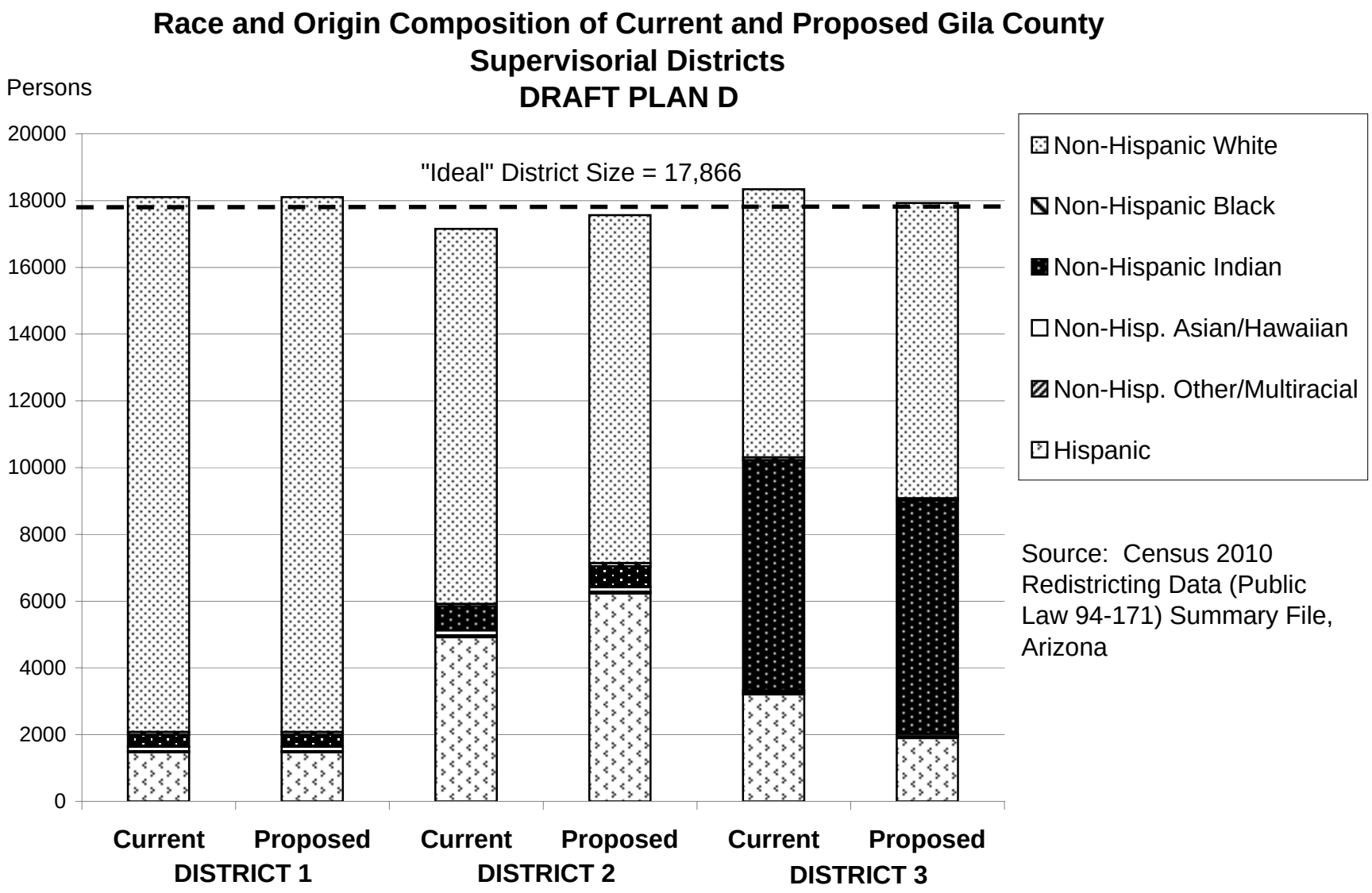
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY SUPERVISORIAL DISTRICTS
VOTING-AGE POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN D

Voting-Age Number:	**District 1**	**District 2**	**District 3**	**Total, All Districts**
Hispanic, of any race	947	4,331	1,241	***6,519***
Non-Hispanic White	13,806	8,643	7,473	***29,922***
Non-Hispanic Black	47	69	55	***171***
Non-Hispanic American Indian	266	422	4,457	***5,145***
Non-Hispanic Asian	90	103	59	***252***
Non-Hispanic Hawaiian	17	8	5	***30***
Non-Hispanic other race	9	18	17	***44***
Non-Hispanic two or more races	11	16	16	***43***
Voting-Age Population	***15,193***	***13,610***	***13,323***	***42,126***
Voting-Age Percent:				
Hispanic, of any race	6.23%	31.82%	9.31%	***15.48%***
Non-Hispanic White	90.87%	63.50%	56.09%	***71.03%***
Non-Hispanic Black	0.31%	0.51%	0.41%	***0.41%***
Non-Hispanic American Indian	1.75%	3.10%	33.45%	***12.21%***
Non-Hispanic Asian	0.59%	0.76%	0.44%	***0.60%***
Non-Hispanic Hawaiian	0.11%	0.06%	0.04%	***0.07%***
Non-Hispanic other race	0.06%	0.13%	0.13%	***0.10%***
Non-Hispanic two or more races	0.07%	0.12%	0.12%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***

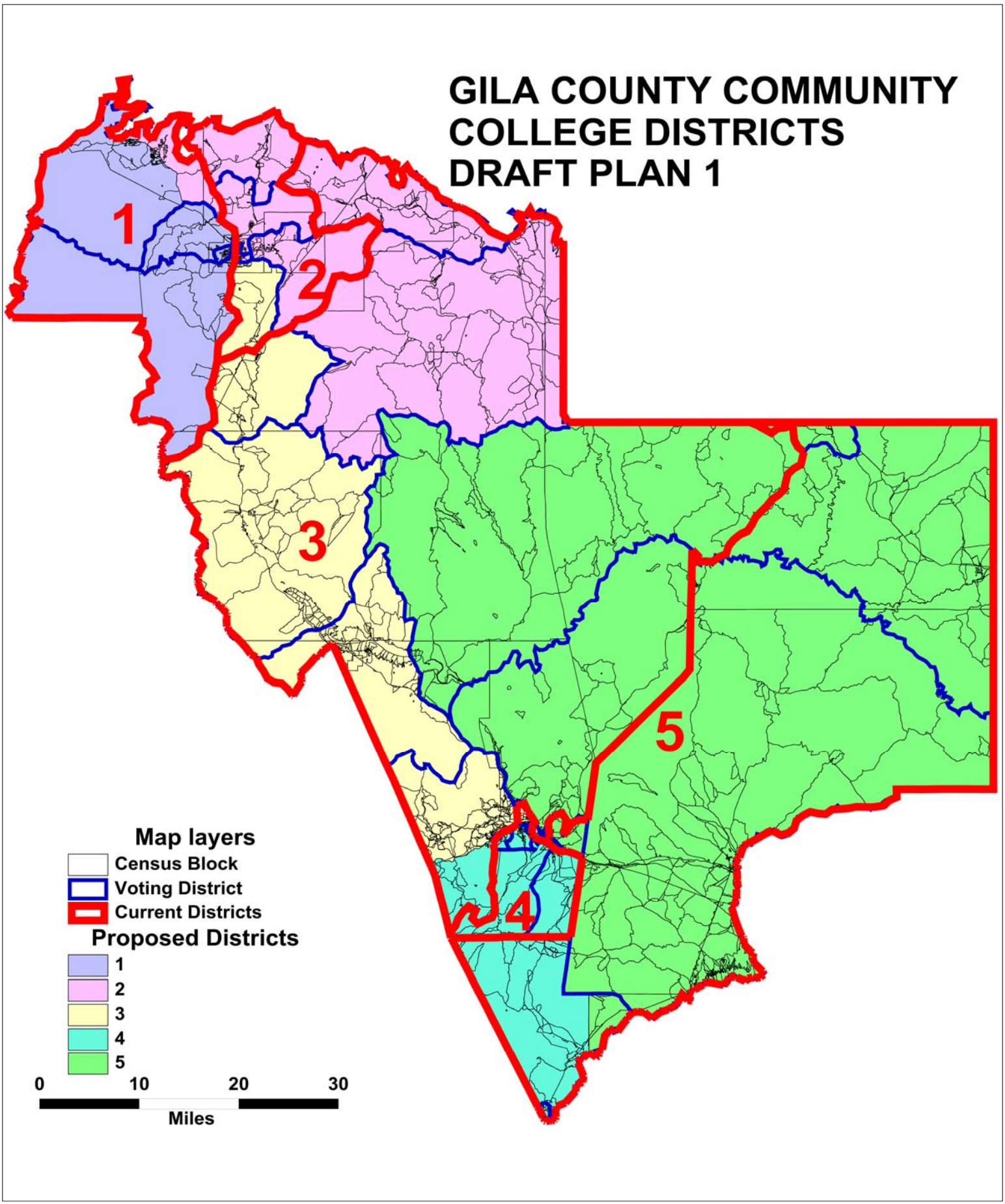
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona

Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580


Race and Origin Composition of Current and Proposed Gila County Supervisorial Districts
DRAFT PLAN D
Persons
20000
18000
16000
14000
12000
10000
8000
6000
4000
2000
0
"Ideal" District Size = 17,866
Current
Proposed
DISTRICT 1
Current
Proposed
DISTRICT 2
Current
Proposed
DISTRICT 3
Non-Hispanic White
Non-Hispanic Black
Non-Hispanic Indian
Non-Hisp. Asian/Hawaiian
Non-Hisp. Other/Multiracial
Hispanic
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY SUPERVISORIAL DISTRICTS
DRAFT PLAN D

	Current	Proposed Plan	Change
Population, District 1	18,105	18,105	0
Population, District 2	17,151	17,562	411
Population, District 3	18,341	17,930	-411
Population deviation, District 1	239	239	
Population deviation, District 2	-715	-304	
Population deviation, District 3	475	64	
Percent deviation, District 1	1.34%	1.34%	
Percent deviation, District 2	-4.00%	-1.70%	
Percent deviation, District 3	2.66%	0.36%	
Total plan deviation, number	1,190	543	
Total plan deviation, percent	6.66%	3.04%	
Percent voting-age Hispanic, District 1	6.23%	6.23%	0.00%
Percent voting-age Hispanic, District 2	24.88%	31.82%	6.94%
Percent voting-age Hispanic, District 3	16.45%	9.31%	-7.14%
Percent V-A Non-Hispanic Native American, District 1	1.75%	1.75%	0.00%
Percent V-A Non-Hispanic Native American, District 2	3.63%	3.10%	-0.53%
Percent V-A Non-Hispanic Native American, District 3	32.77%	33.45%	0.68%
Percent V-A Non-Hispanic Black, District 1	0.31%	0.31%	0.00%
Percent V-A Non-Hispanic Black, District 2	0.46%	0.51%	0.05%
Percent V-A Non-Hispanic Black, District 3	0.46%	0.41%	-0.05%
Percent voting-age total minority residents, District 1	9.13%	9.13%	0.00%
Percent voting-age total minority residents, District 2	30.16%	36.50%	6.34%
Percent voting-age total minority residents, District 3	50.28%	43.91%	-6.37%


GILA COUNTY COMMUNITY COLLEGE DISTRICTS
DRAFT PLAN 1
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Map layers
Census Block
Voting District
Current Districts
Proposed Districts
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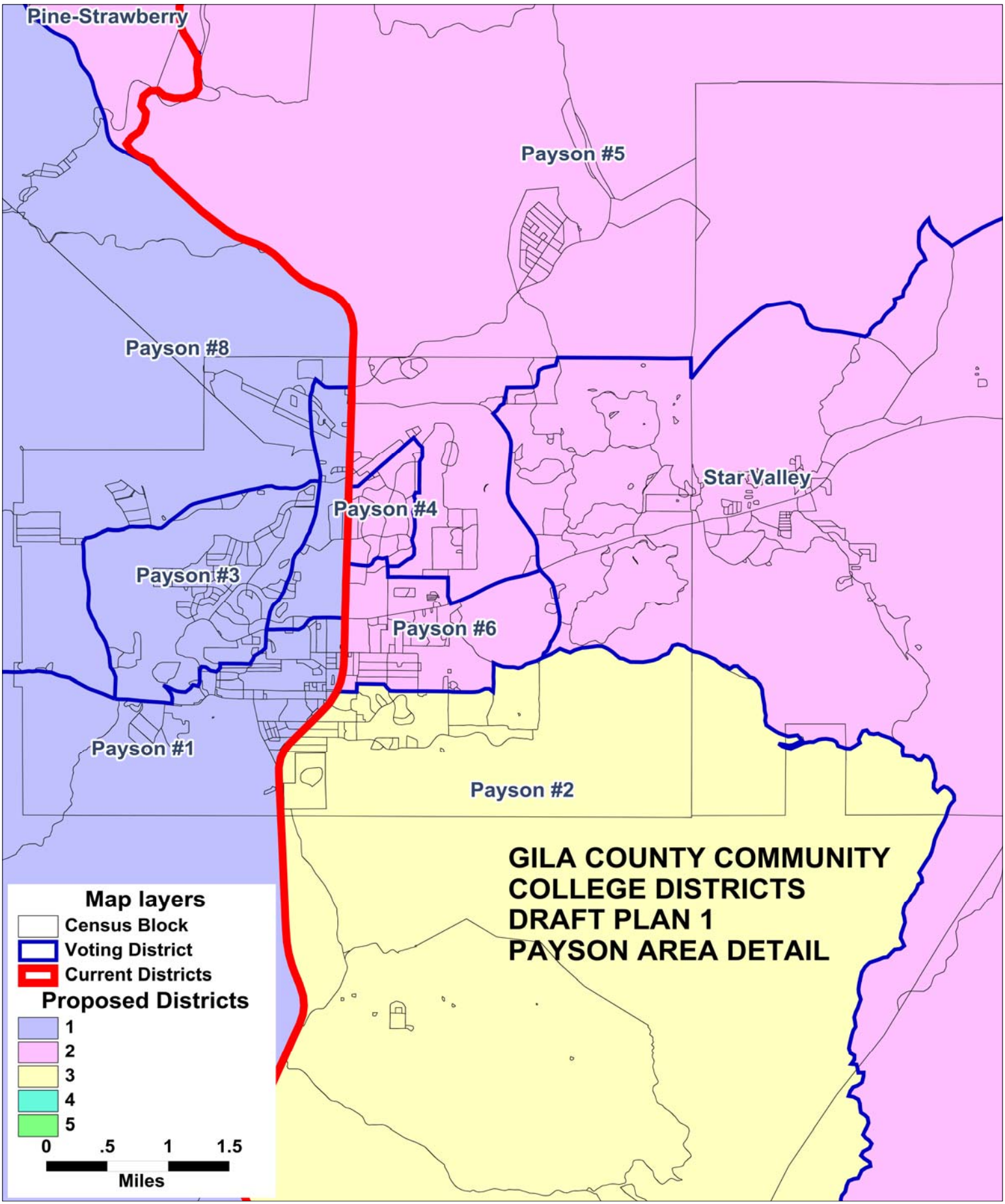
10
20
30
Miles


Pine-Strawberry
Payson #5
Payson #8
Star Valley
Payson #4
Payson #3
Payson #6
Payson #1
Payson #2
GILA COUNTY COMMUNITY
COLLEGE DISTRICTS
DRAFT PLAN 1
PAYSON AREA DETAIL
Map layers
Census Block
Voting District
Current Districts
Proposed Districts
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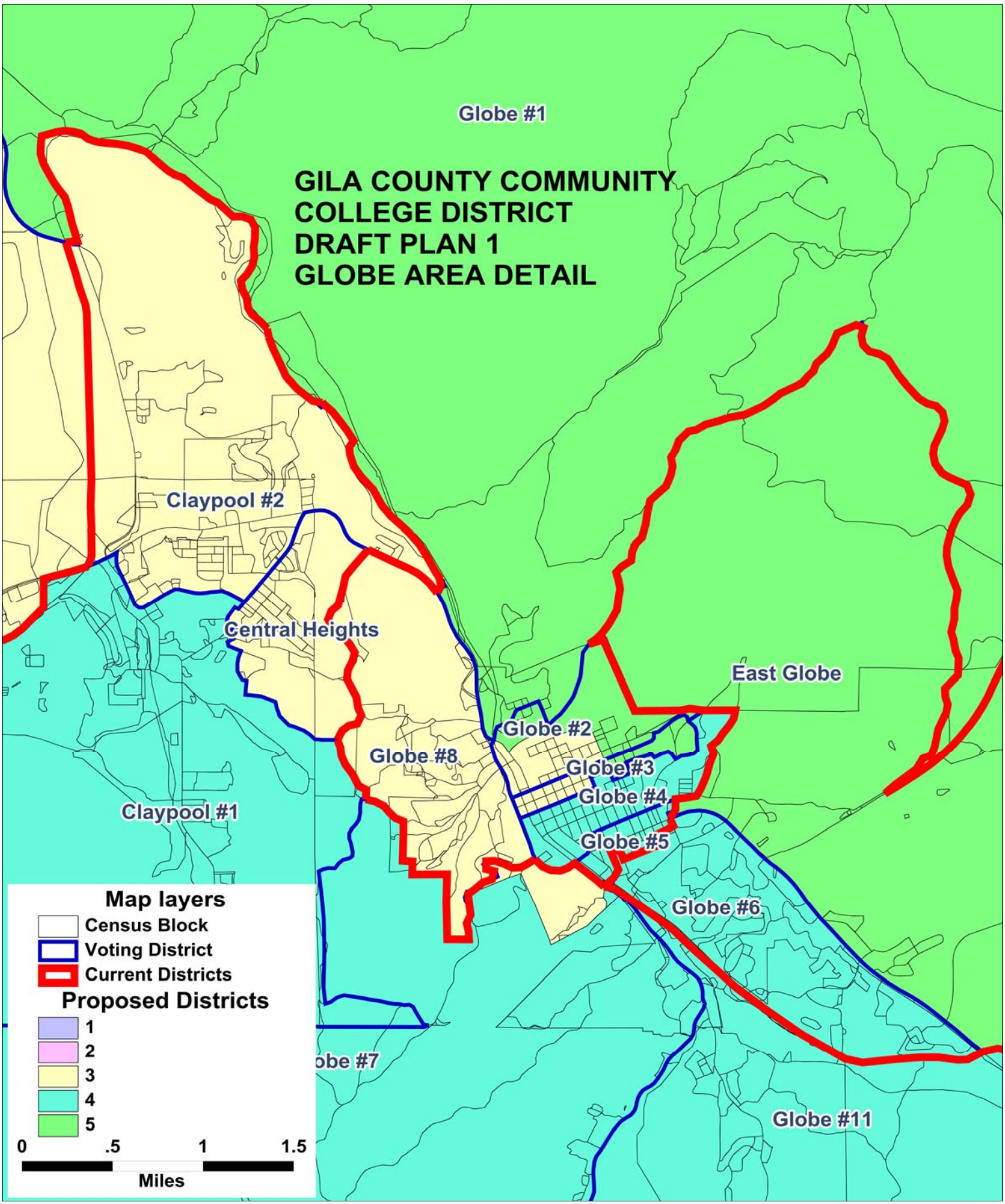
Miles


GILA COUNTY COMMUNITY
COLLEGE DISTRICT
DRAFT PLAN 1
GLOBE AREA DETAIL
Globe #1
Claypool #2
Central Heights
East Globe
Globe #2
Globe #8
Globe #3
Globe #4
Globe #5
Claypool #1
Globe #6
Globe #7
Globe #11
Map layers
Census Block
Voting District
Current Districts
Proposed Districts
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1.5
Miles

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN 1

Number:	**District 1**	**District 2**	**District 3**	**District 4**	**District 5**	**Total, All Districts**
Hispanic, of any race	915	834	2,576	4,176	1,087	***9,588***
Non-Hispanic White	9,611	9,600	7,963	5,824	2,300	***35,298***
Non-Hispanic Black	55	46	49	59	39	***248***
Non-Hispanic American Indian	247	179	389	455	6,705	***7,975***
Non-Hispanic Asian	66	71	82	83	19	***321***
Non-Hispanic Hawaiian	13	14	10	2	0	***39***
Non-Hispanic other race	15	12	20	14	5	***66***
Non-Hispanic two or more races	8	11	13	14	16	***62***
Total Population	***10,930***	***10,767***	***11,102***	***10,627***	***10,171***	***53,597***
Percent:						
Hispanic, of any race	8.37%	7.75%	23.20%	39.30%	10.69%	***17.89%***
Non-Hispanic White	87.93%	89.16%	71.73%	54.80%	22.61%	***65.86%***
Non-Hispanic Black	0.50%	0.43%	0.44%	0.56%	0.38%	***0.46%***
Non-Hispanic American Indian	2.26%	1.66%	3.50%	4.28%	65.92%	***14.88%***
Non-Hispanic Asian	0.60%	0.66%	0.74%	0.78%	0.19%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.13%	0.09%	0.02%	0.00%	***0.07%***
Non-Hispanic other race	0.14%	0.11%	0.18%	0.13%	0.05%	***0.12%***
Non-Hispanic two or more races	0.07%	0.10%	0.12%	0.13%	0.16%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	10,719	10,719	10,719	10,719	10,719	***Total***
Total Population	10,930	10,767	11,102	10,627	10,171	***deviation:***
Numeric deviation from Ideal Value	211	48	383	-92	-548	***931***
Percent deviation from Ideal Value	1.96%	0.44%	3.57%	-0.86%	-5.12%	***8.69%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona

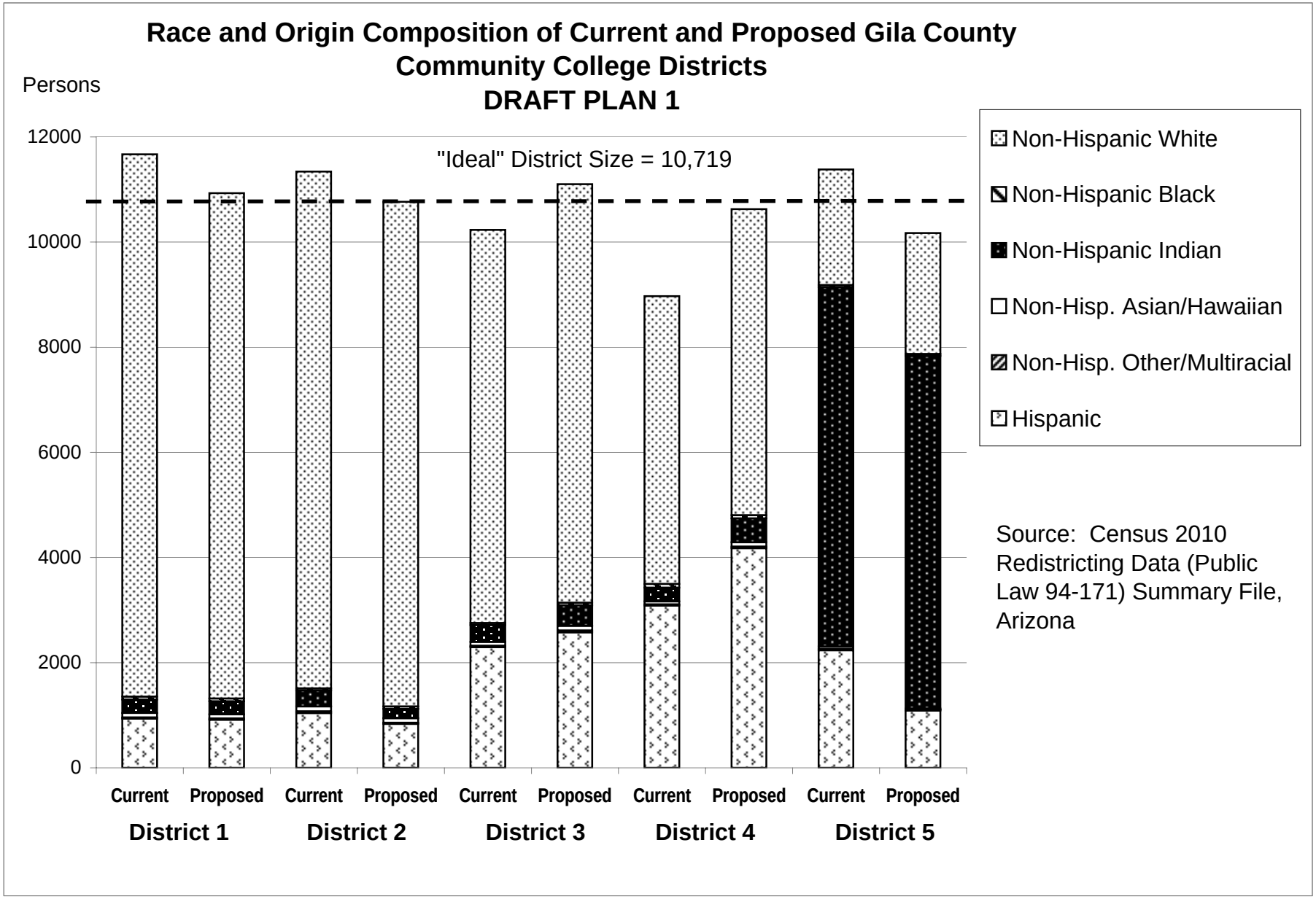
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
VOTING-AGE POPULATIONS BY RACE AND HISPANIC ORIGIN
DRAFT PLAN 1

Voting-Age Number:	**District 1**	**District 2**	**District 3**	**District 4**	**District 5**	**Total, All Districts**
Hispanic, of any race	564	554	1,753	2,908	740	***6,519***
Non-Hispanic White	8,254	8,276	6,739	4,702	1,951	***29,922***
Non-Hispanic Black	33	21	40	38	39	***171***
Non-Hispanic American Indian	183	138	261	315	4,248	***5,145***
Non-Hispanic Asian	52	55	66	65	14	***252***
Non-Hispanic Hawaiian	8	13	8	1	0	***30***
Non-Hispanic other race	6	9	17	8	4	***44***
Non-Hispanic two or more races	6	9	8	9	11	***43***
Voting-Age Population	***9,106***	***9,075***	***8,892***	***8,046***	***7,007***	***42,126***
Voting-Age Percent:						
Hispanic, of any race	6.19%	6.10%	19.71%	36.14%	10.56%	***15.48%***
Non-Hispanic White	90.64%	91.20%	75.79%	58.44%	27.84%	***71.03%***
Non-Hispanic Black	0.36%	0.23%	0.45%	0.47%	0.56%	***0.41%***
Non-Hispanic American Indian	2.01%	1.52%	2.94%	3.91%	60.63%	***12.21%***
Non-Hispanic Asian	0.57%	0.61%	0.74%	0.81%	0.20%	***0.60%***
Non-Hispanic Hawaiian	0.09%	0.14%	0.09%	0.01%	0.00%	***0.07%***
Non-Hispanic other race	0.07%	0.10%	0.19%	0.10%	0.06%	***0.10%***
Non-Hispanic two or more races	0.07%	0.10%	0.09%	0.11%	0.16%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona

Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580


Race and Origin Composition of Current and Proposed Gila County Community College Districts
DRAFT PLAN 1
Persons
12000
10000
8000
6000
4000
2000
0
"Ideal" District Size = 10,719
Current
Proposed
District 1
District 2
District 3
District 4
District 5
Non-Hispanic White
Non-Hispanic Black
Non-Hispanic Indian
Non-Hisp. Asian/Hawaiian
Non-Hisp. Other/Multiracial
Hispanic
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

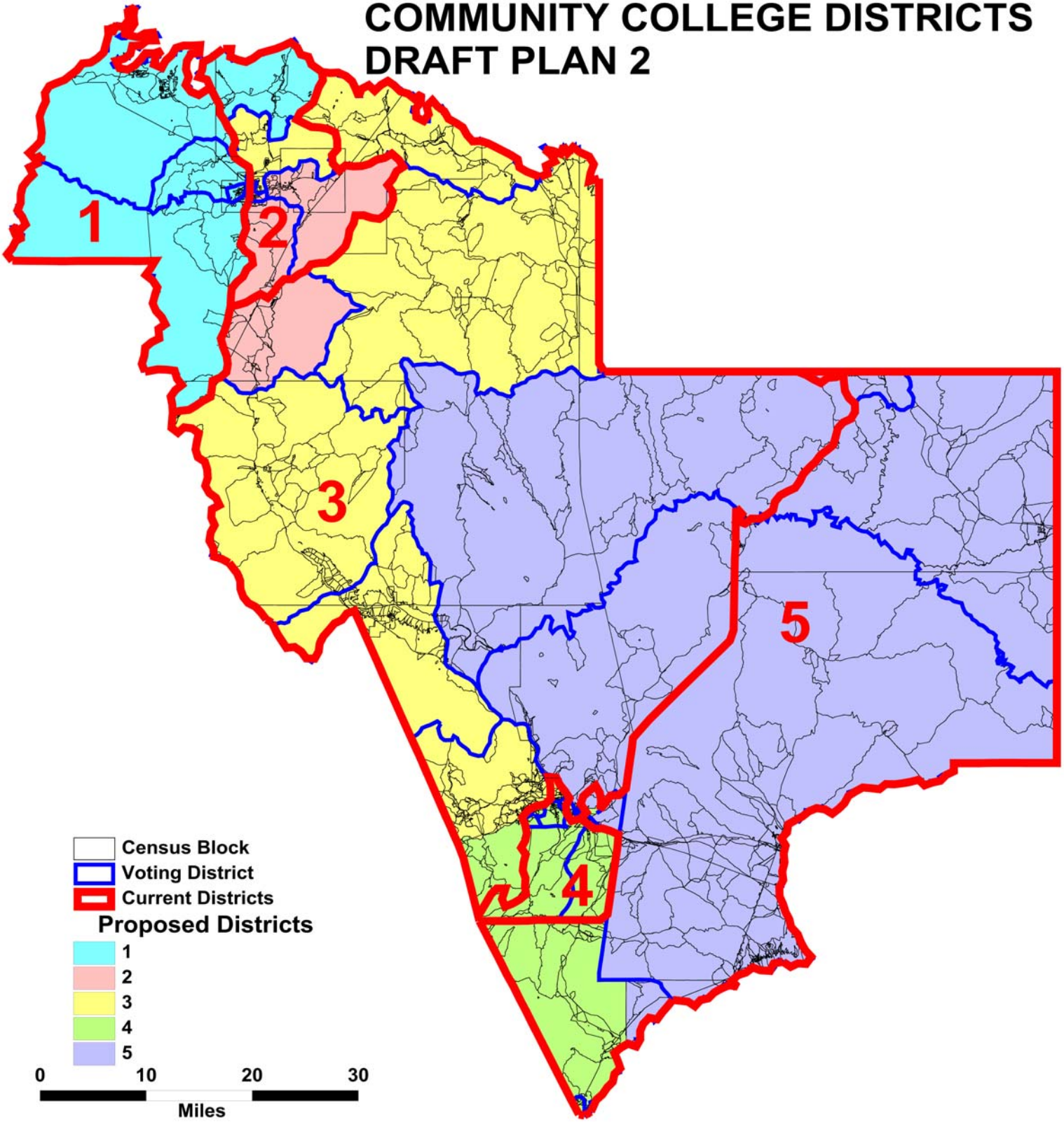
GILA COUNTY COMMUNITY COLLEGE DISTRICTS
DRAFT PLAN 1

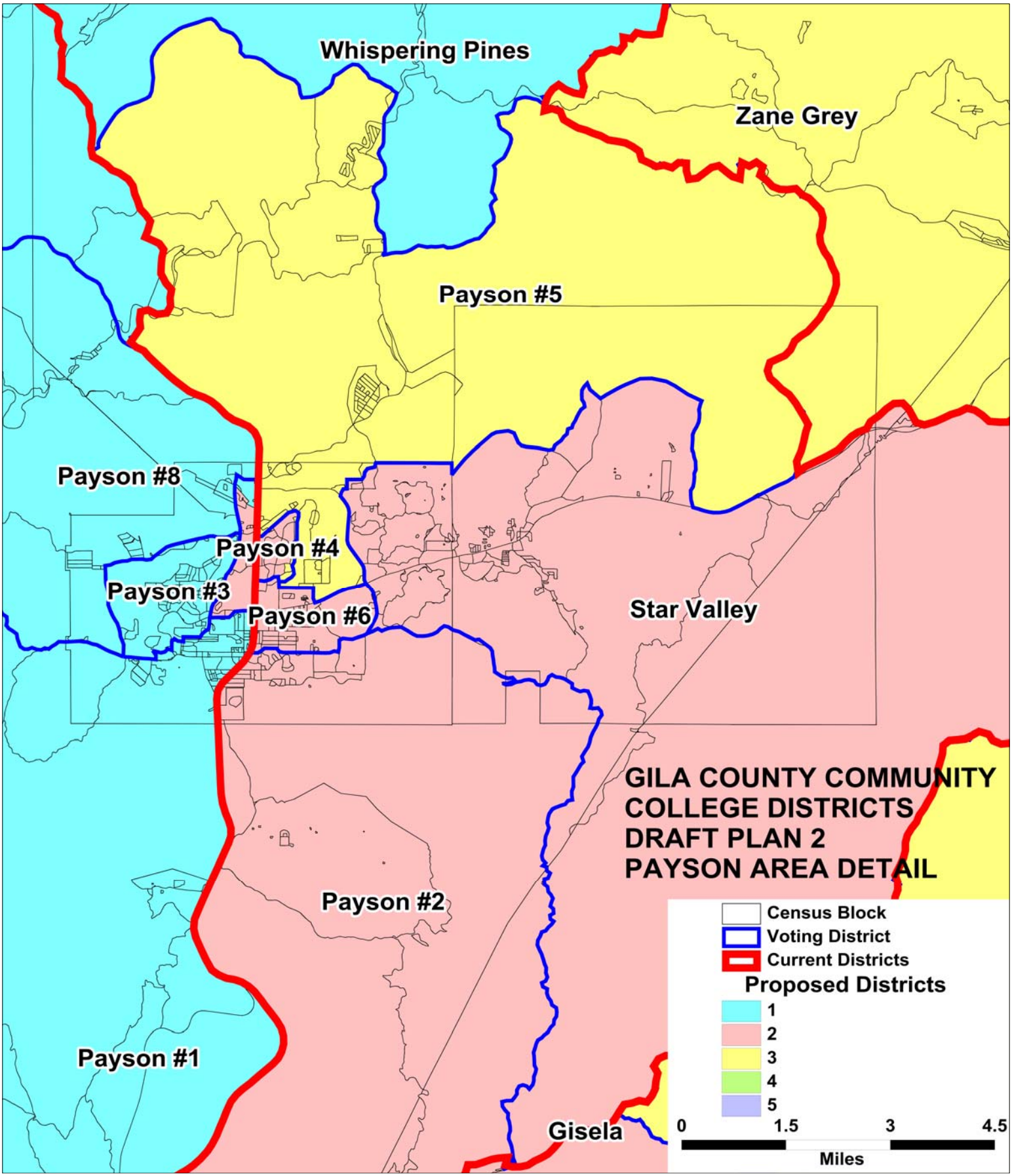
	Current Districts	Proposed Plan	Change
Population, District 1	11,670	10,930	-740
Population, District 2	11,342	10,767	-575
Population, District 3	10,231	11,102	871
Population, District 4	8,972	10,627	1,655
Population, District 5	11,382	10,171	-1,211
Population deviation, District 1	951	211	
Population deviation, District 2	623	48	
Population deviation, District 3	-488	383	
Population deviation, District 4	-1,747	-92	
Population deviation, District 5	663	-548	
Percent deviation, District 1	8.87%	1.96%	
Percent deviation, District 2	5.81%	0.44%	
Percent deviation, District 3	-4.56%	3.57%	
Percent deviation, District 4	-16.30%	-0.86%	
Percent deviation, District 5	6.18%	-5.12%	
Total plan deviation, number	2,698	931	
Total plan deviation, percent	25.17%	8.69%	
Percent voting-age Hispanic, District 1	5.89%	6.19%	0.30%
Percent voting-age Hispanic, District 2	7.24%	6.10%	-1.14%
Percent voting-age Hispanic, District 3	19.20%	19.71%	0.51%
Percent voting-age Hispanic, District 4	31.10%	36.14%	5.04%
Percent voting-age Hispanic, District 5	19.92%	10.56%	-9.36%
Percent voting-age Non-Hispanic Native American, District 1	1.93%	2.01%	0.08%
Percent voting-age Non-Hispanic Native American, District 2	2.37%	1.52%	-0.85%
Percent voting-age Non-Hispanic Native American, District 3	2.69%	2.94%	0.25%
Percent voting-age Non-Hispanic Native American, District 4	2.40%	3.91%	1.51%
Percent voting-age Non-Hispanic Native American, District 5	55.19%	60.63%	5.44%
Percent voting-age Non-Hispanic Black, District 1	0.35%	0.36%	0.01%
Percent voting-age Non-Hispanic Black, District 2	0.22%	0.23%	0.01%
Percent voting-age Non-Hispanic Black, District 3	0.35%	0.45%	0.10%
Percent voting-age Non-Hispanic Black, District 4	0.73%	0.47%	-0.26%
Percent voting-age Non-Hispanic Black, District 5	0.48%	0.56%	0.08%
Percent voting-age total minority residents, District 1	8.97%	9.36%	0.39%
Percent voting-age total minority residents, District 2	10.91%	8.80%	-2.11%
Percent voting-age total minority residents, District 3	23.12%	24.21%	1.09%
Percent voting-age total minority residents, District 4	35.12%	41.56%	6.44%
Percent voting-age total minority residents, District 5	76.31%	72.16%	-4.15%

Changes to DRAFT PLAN 1

1. Moved non-reservation part of Sierra Ancha precinct from CCD3 to CCD5
2. Moved southwest quadrant to Globe #2 precinct from CCD5 to CCD3.
3. Moved west half of Globe 3 from CCD5 to CCD3
4. Moved five blocks at the north end of Globe #7 from CCD4 to CCD3

GILA COUNTY
COMMUNITY COLLEGE DISTRICTS
DRAFT PLAN 2




Whispering Pines
Zane Grey
Payson #5
Payson #8
Payson #4
Payson #3
Payson #6
Star Valley
GILA COUNTY COMMUNITY
COLLEGE DISTRICTS
DRAFT PLAN 2
PAYSON AREA DETAIL
Payson #2
Payson #1
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Census Block
Voting District
Current Districts
Proposed Districts
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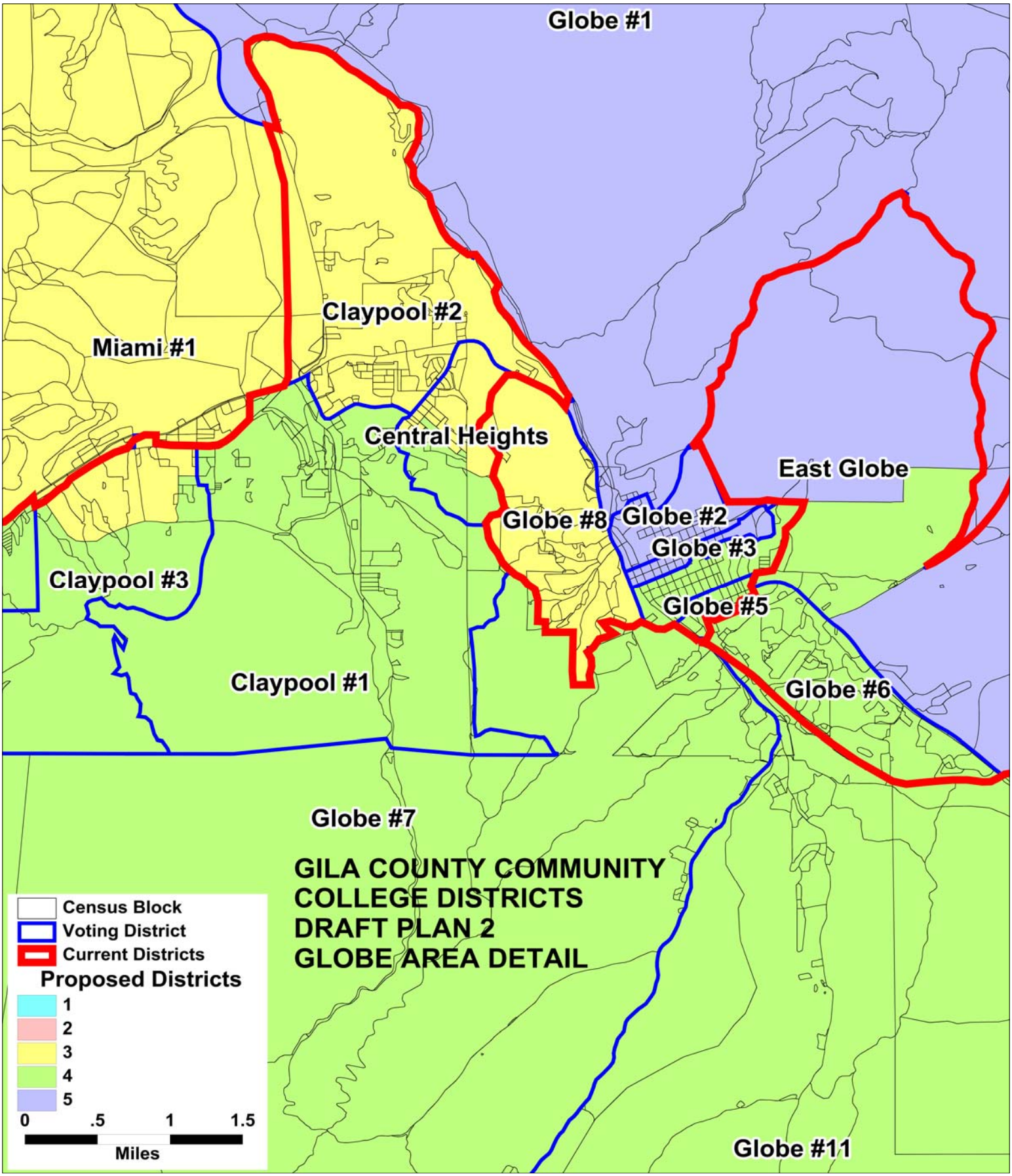
Globe #1
Claypool #2
Miami #1
Central Heights
East Globe
Globe #8
Globe #2
Globe #3
Claypool #3
Globe #5
Claypool #1
Globe #6
Globe #7
GILA COUNTY COMMUNITY
COLLEGE DISTRICTS
DRAFT PLAN 2
GLOBE AREA DETAIL
Census Block
Voting District
Current Districts
Proposed Districts
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Miles
Globe #11

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN 2

Number:	**District 1**	**District 2**	**District 3**	**District 4**	**District 5**	**Total, All Districts**
Hispanic, of any race	841	979	2,518	3,986	1,264	***9,588***
Non-Hispanic White	9,446	9,354	8,236	5,765	2,497	***35,298***
Non-Hispanic Black	47	44	63	51	43	***248***
Non-Hispanic American Indian	229	317	235	455	6,739	***7,975***
Non-Hispanic Asian	67	79	68	79	28	***321***
Non-Hispanic Hawaiian	16	9	11	3	0	***39***
Non-Hispanic other race	12	18	14	15	7	***66***
Non-Hispanic two or more races	7	12	13	14	16	***62***
Total Population	***10,665***	***10,812***	***11,158***	***10,368***	***10,594***	***53,597***
Percent:						
Hispanic, of any race	7.89%	9.05%	22.57%	38.45%	11.93%	***17.89%***
Non-Hispanic White	88.57%	86.51%	73.81%	55.60%	23.57%	***65.86%***
Non-Hispanic Black	0.44%	0.41%	0.56%	0.49%	0.41%	***0.46%***
Non-Hispanic American Indian	2.15%	2.93%	2.11%	4.39%	63.61%	***14.88%***
Non-Hispanic Asian	0.63%	0.73%	0.61%	0.76%	0.26%	***0.60%***
Non-Hispanic Hawaiian	0.15%	0.08%	0.10%	0.03%	0.00%	***0.07%***
Non-Hispanic other race	0.11%	0.17%	0.13%	0.14%	0.07%	***0.12%***
Non-Hispanic two or more races	0.07%	0.11%	0.12%	0.14%	0.15%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	10,719	10,719	10,719	10,719	10,719	***Total***
Total Population	10,665	10,812	11,158	10,368	10,594	***deviation:***
Numeric deviation from Ideal Value	-54	93	439	-351	-125	***790***
Percent deviation from Ideal Value	-0.51%	0.86%	4.09%	-3.28%	-1.17%	***7.37%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona

Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

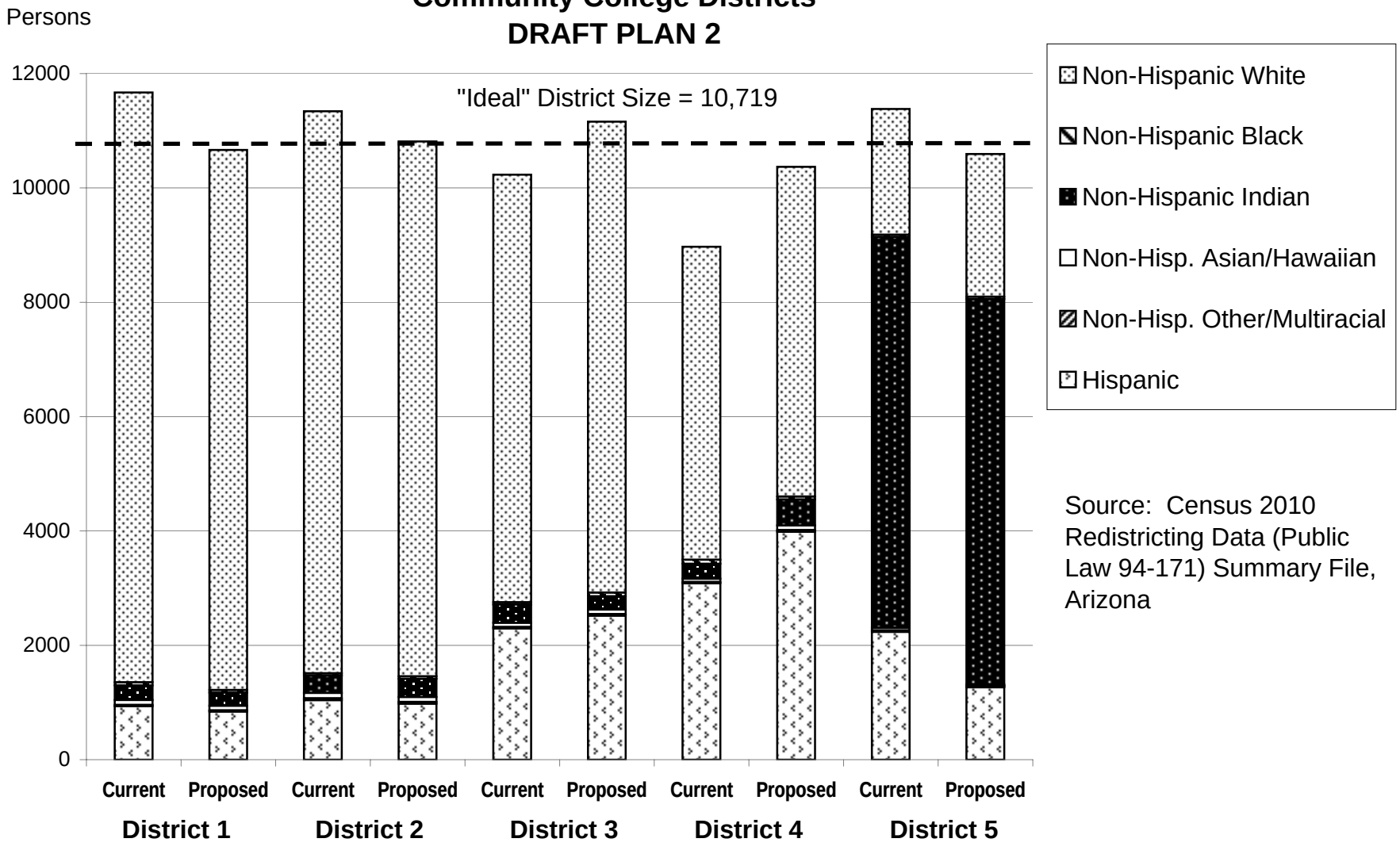
GILA COUNTY COMMUNITY COLLEGE DISTRICTS
VOTING-AGE POPULATIONS BY RACE AND HISPANIC ORIGIN
DRAFT PLAN 2

Voting-Age Number:	**District 1**	**District 2**	**District 3**	**District 4**	**District 5**	**Total, All Districts**
Hispanic, of any race	512	632	1,746	2,771	890	***6,551***
Non-Hispanic White	8,236	7,832	7,058	4,663	2,006	***29,795***
Non-Hispanic Black	29	24	45	31	42	***171***
Non-Hispanic American Indian	174	226	154	317	4,268	***5,139***
Non-Hispanic Asian	54	64	53	63	18	***252***
Non-Hispanic Hawaiian	11	8	10	1	0	***30***
Non-Hispanic other race	3	16	12	8	5	***44***
Non-Hispanic two or more races	5	8	10	9	11	***43***
Voting-Age Population	***9,024***	***8,810***	***9,088***	***7,863***	***7,240***	***42,025***
Voting-Age Percent:						
Hispanic, of any race	5.67%	7.17%	19.21%	35.24%	12.29%	***15.59%***
Non-Hispanic White	91.27%	88.90%	77.66%	59.30%	27.71%	***70.90%***
Non-Hispanic Black	0.32%	0.27%	0.50%	0.39%	0.58%	***0.41%***
Non-Hispanic American Indian	1.93%	2.57%	1.69%	4.03%	58.95%	***12.23%***
Non-Hispanic Asian	0.60%	0.73%	0.58%	0.80%	0.25%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.09%	0.11%	0.01%	0.00%	***0.07%***
Non-Hispanic other race	0.03%	0.18%	0.13%	0.10%	0.07%	***0.10%***
Non-Hispanic two or more races	0.06%	0.09%	0.11%	0.11%	0.15%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona

Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

Race and Origin Composition of Current and Proposed Gila County Community College Districts
DRAFT PLAN 2



Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

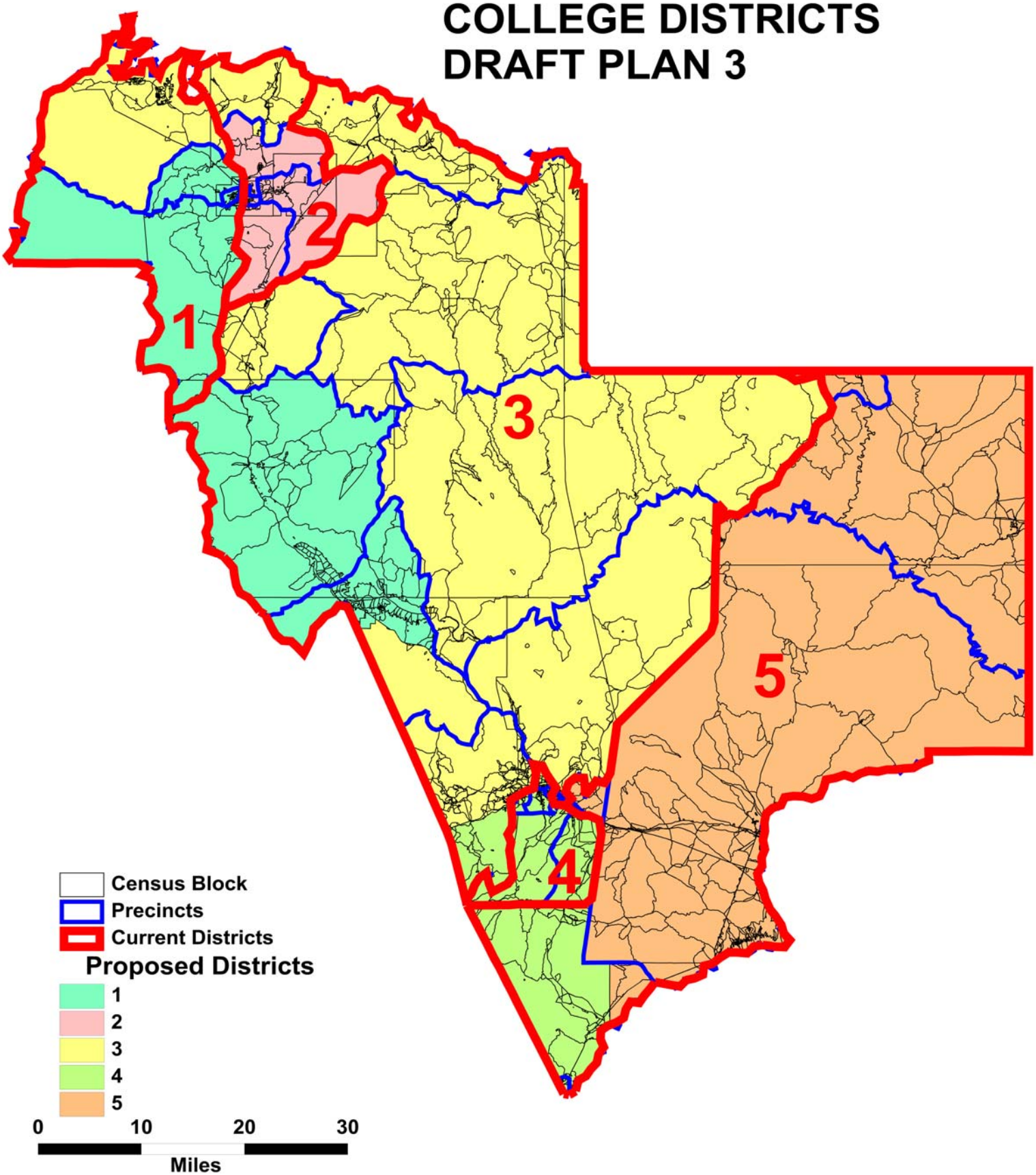
GILA COUNTY COMMUNITY COLLEGE DISTRICTS
DRAFT PLAN 2

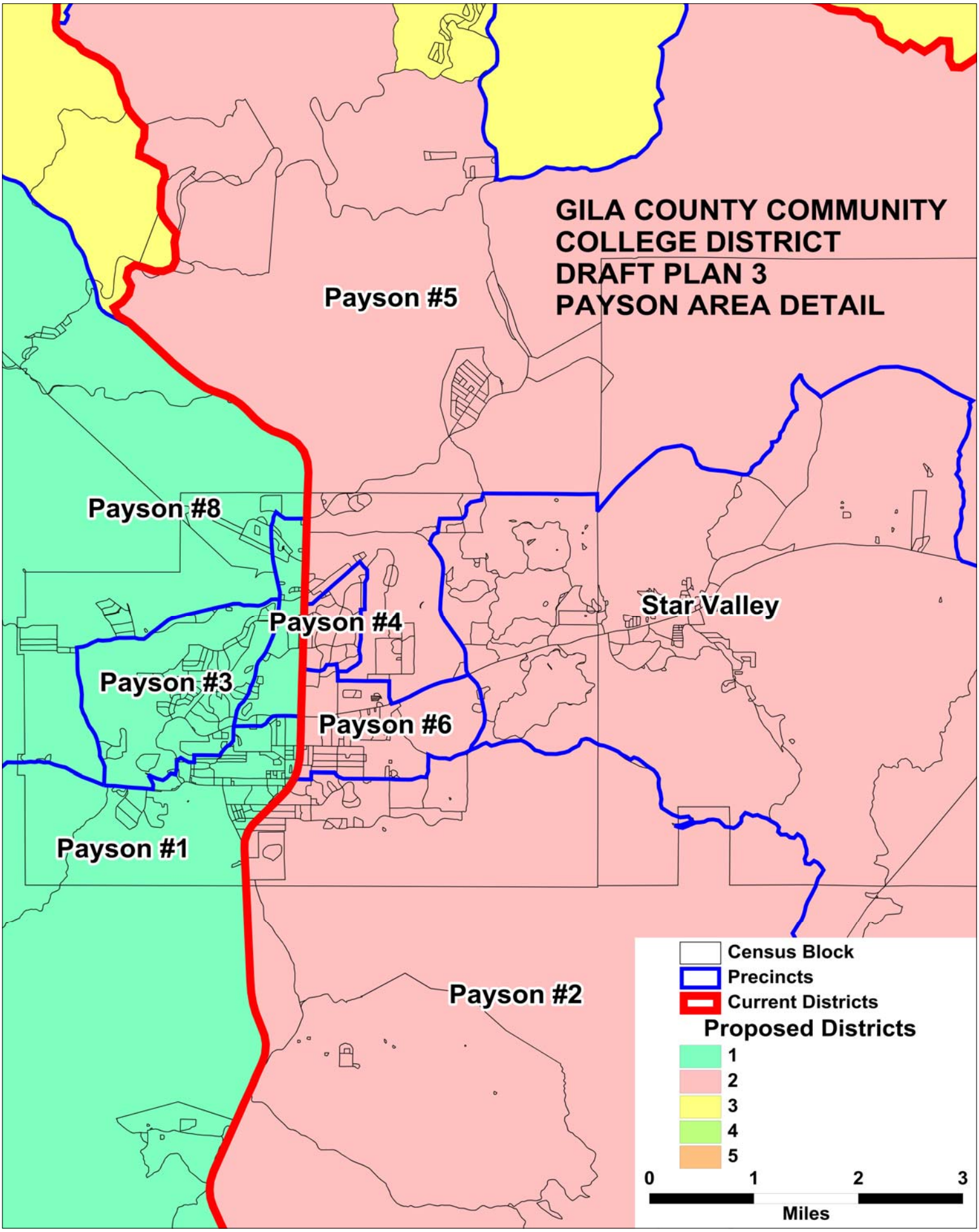
	Current Districts	Proposed Plan	Change
Population, District 1	11,670	10,665	-1,005
Population, District 2	11,342	10,812	-530
Population, District 3	10,231	11,158	927
Population, District 4	8,972	10,368	1,396
Population, District 5	11,382	10,594	-788
Population deviation, District 1	951	-54	
Population deviation, District 2	623	93	
Population deviation, District 3	-488	439	
Population deviation, District 4	-1,747	-351	
Population deviation, District 5	663	-125	
Percent deviation, District 1	8.87%	-0.51%	
Percent deviation, District 2	5.81%	0.86%	
Percent deviation, District 3	-4.56%	4.09%	
Percent deviation, District 4	-16.30%	-3.28%	
Percent deviation, District 5	6.18%	-1.17%	
Total plan deviation, number	2,698	790	
Total plan deviation, percent	25.17%	7.37%	
Percent voting-age Hispanic, District 1	5.89%	5.67%	-0.22%
Percent voting-age Hispanic, District 2	7.24%	7.17%	-0.07%
Percent voting-age Hispanic, District 3	19.20%	19.21%	0.01%
Percent voting-age Hispanic, District 4	31.10%	35.24%	4.14%
Percent voting-age Hispanic, District 5	19.92%	12.29%	-7.63%
Percent voting-age Non-Hispanic Native American, District 1	1.93%	1.93%	0.00%
Percent voting-age Non-Hispanic Native American, District 2	2.37%	2.57%	0.20%
Percent voting-age Non-Hispanic Native American, District 3	2.69%	1.69%	-1.00%
Percent voting-age Non-Hispanic Native American, District 4	2.40%	4.03%	1.63%
Percent voting-age Non-Hispanic Native American, District 5	55.19%	58.95%	3.76%
Percent voting-age Non-Hispanic Black, District 1	0.35%	0.32%	-0.03%
Percent voting-age Non-Hispanic Black, District 2	0.22%	0.27%	0.05%
Percent voting-age Non-Hispanic Black, District 3	0.35%	0.50%	0.15%
Percent voting-age Non-Hispanic Black, District 4	0.73%	0.39%	-0.34%
Percent voting-age Non-Hispanic Black, District 5	0.48%	0.58%	0.10%
Percent voting-age total minority residents, District 1	8.97%	8.73%	-0.24%
Percent voting-age total minority residents, District 2	10.91%	11.10%	0.19%
Percent voting-age total minority residents, District 3	23.12%	22.34%	-0.78%
Percent voting-age total minority residents, District 4	35.12%	40.70%	5.58%
Percent voting-age total minority residents, District 5	76.31%	72.29%	-4.02%

Changes to DRAFT PLAN 2:

1. Moved Sierra Ancha precinct from CCD3 to CCD5
2. Moved blocks at north end of Claypool 3 precinct from CCD4 to CCD3
3. Moved blocks at south end of Central Heights precinct from CCD3 to CCD4
4. Moved blocks in East Globe precincts, north of Highway 60, from CCD5 to CCD4

GILA COUNTY COMMUNITY COLLEGE DISTRICTS DRAFT PLAN 3




GILA COUNTY COMMUNITY
COLLEGE DISTRICT
DRAFT PLAN 3
PAYSON AREA DETAIL
Payson #5
Payson #8
Payson #4
Payson #3
Payson #6
Payson #1
Payson #2
Star Valley
Census Block
Precincts
Current Districts
Proposed Districts
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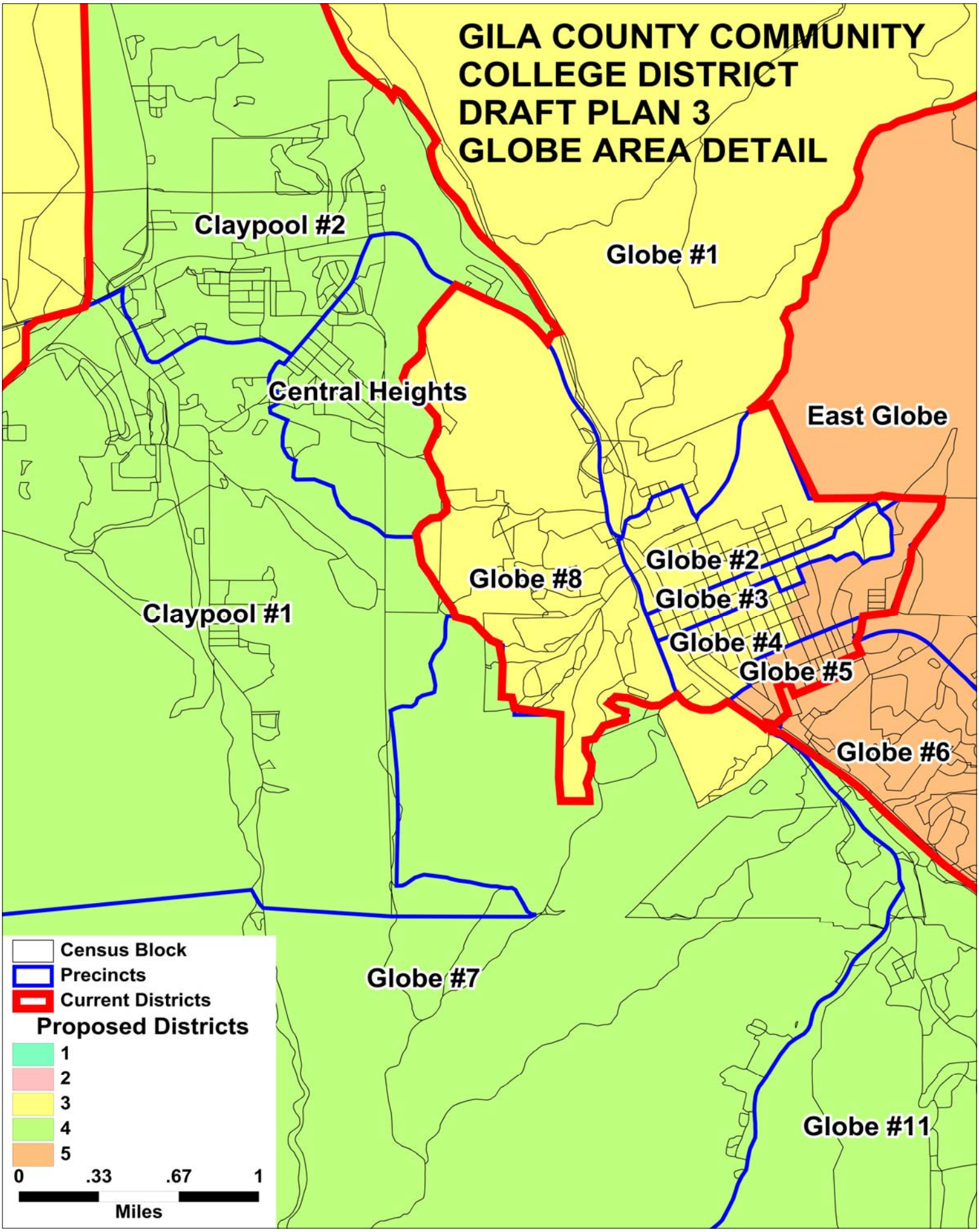
Miles


GILA COUNTY COMMUNITY COLLEGE DISTRICT
DRAFT PLAN 3
GLOBE AREA DETAIL
Claypool #2
Globe #1
Central Heights
East Globe
Globe #2
Globe #8
Globe #3
Claypool #1
Globe #4
Globe #5
Globe #6
Globe #7
Globe #11
Census Block
Precincts
Current Districts
Proposed Districts
1
2
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0
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.67
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Miles

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN 3

Number:	**District 1**	**District 2**	**District 3**	**District 4**	**District 5**	**Total, All Districts**
Hispanic, of any race	936	1,019	2,060	4,115	1,458	***9,588***
Non-Hispanic White	9,313	9,328	8,479	5,867	2,311	***35,298***
Non-Hispanic Black	61	39	33	74	41	***248***
Non-Hispanic American Indian	238	301	306	287	6,843	***7,975***
Non-Hispanic Asian	57	80	74	51	59	***321***
Non-Hispanic Hawaiian	9	8	13	8	1	***39***
Non-Hispanic other race	16	17	11	16	6	***66***
Non-Hispanic two or more races	7	14	13	7	21	***62***
Total Population	***10,637***	***10,806***	***10,989***	***10,425***	***10,740***	***53,597***
Percent:						
Hispanic, of any race	8.80%	9.43%	18.75%	39.47%	13.58%	***17.89%***
Non-Hispanic White	87.55%	86.32%	77.16%	56.28%	21.52%	***65.86%***
Non-Hispanic Black	0.57%	0.36%	0.30%	0.71%	0.38%	***0.46%***
Non-Hispanic American Indian	2.24%	2.79%	2.78%	2.75%	63.72%	***14.88%***
Non-Hispanic Asian	0.54%	0.74%	0.67%	0.49%	0.55%	***0.60%***
Non-Hispanic Hawaiian	0.08%	0.07%	0.12%	0.08%	0.01%	***0.07%***
Non-Hispanic other race	0.15%	0.16%	0.10%	0.15%	0.06%	***0.12%***
Non-Hispanic two or more races	0.07%	0.13%	0.12%	0.07%	0.20%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	10,719	10,719	10,719	10,719	10,719	***Total***
Total Population	10,637	10,806	10,989	10,425	10,740	***deviation:***
Numeric deviation from Ideal Value	-82	87	270	-294	21	***564***
Percent deviation from Ideal Value	-0.77%	0.81%	2.52%	-2.75%	0.19%	***5.26%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona

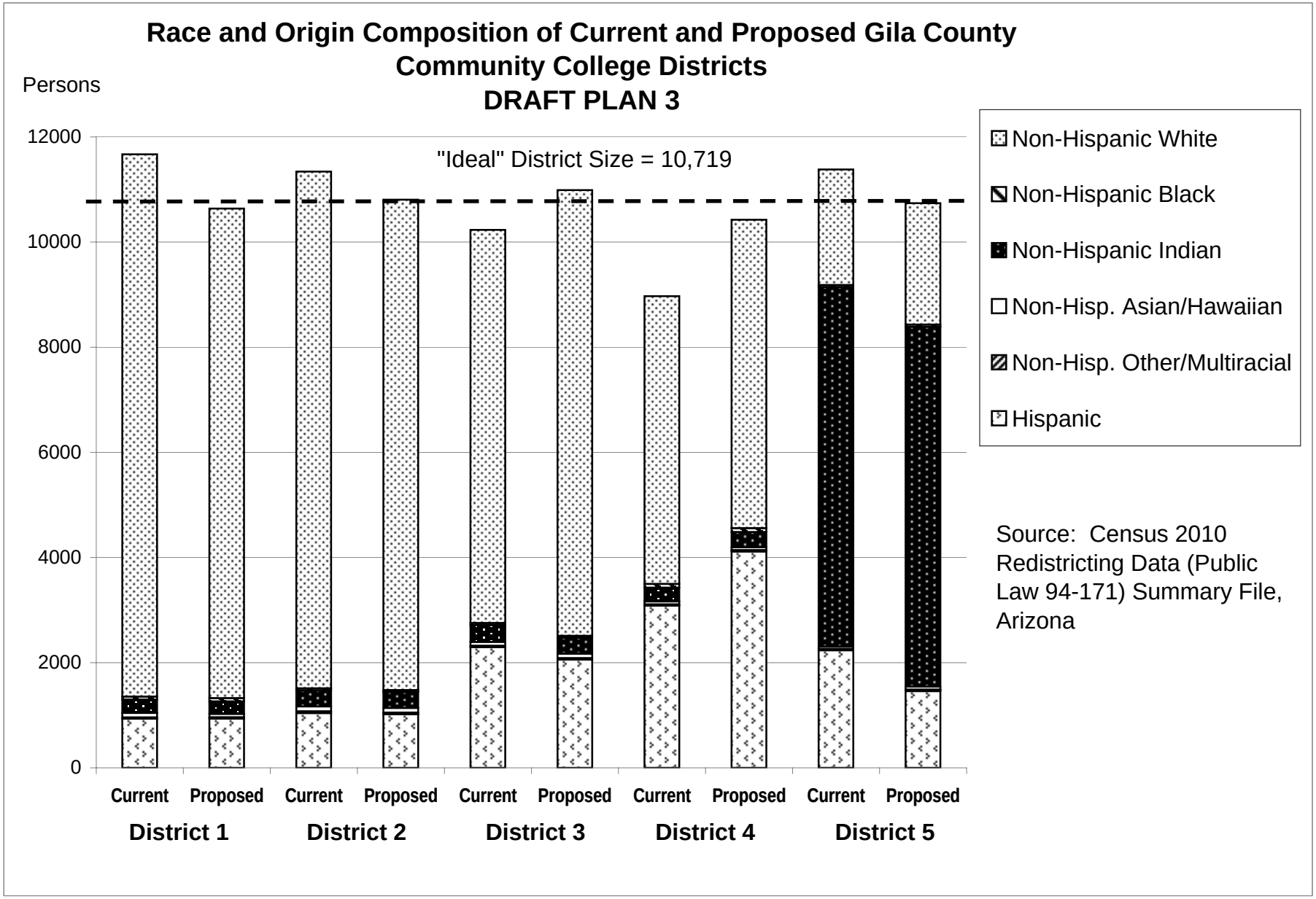
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
VOTING-AGE POPULATIONS BY RACE AND HISPANIC ORIGIN
DRAFT PLAN 3

Voting-Age Number:	**District 1**	**District 2**	**District 3**	**District 4**	**District 5**	**Total, All Districts**
Hispanic, of any race	581	662	1,458	2,859	959	***6,519***
Non-Hispanic White	8,012	7,920	7,367	4,673	1,950	***29,922***
Non-Hispanic Black	40	21	20	50	40	***171***
Non-Hispanic American Indian	178	218	219	184	4,346	***5,145***
Non-Hispanic Asian	46	65	56	40	45	***252***
Non-Hispanic Hawaiian	8	7	9	5	1	***30***
Non-Hispanic other race	7	13	9	10	5	***44***
Non-Hispanic two or more races	6	10	9	6	12	***43***
Voting-Age Population	***8,878***	***8,916***	***9,147***	***7,827***	***7,358***	***42,126***
Voting-Age Percent:						
Hispanic, of any race	6.54%	7.42%	15.94%	36.53%	13.03%	***15.48%***
Non-Hispanic White	90.25%	88.83%	80.54%	59.70%	26.50%	***71.03%***
Non-Hispanic Black	0.45%	0.24%	0.22%	0.64%	0.54%	***0.41%***
Non-Hispanic American Indian	2.00%	2.45%	2.39%	2.35%	59.06%	***12.21%***
Non-Hispanic Asian	0.52%	0.73%	0.61%	0.51%	0.61%	***0.60%***
Non-Hispanic Hawaiian	0.09%	0.08%	0.10%	0.06%	0.01%	***0.07%***
Non-Hispanic other race	0.08%	0.15%	0.10%	0.13%	0.07%	***0.10%***
Non-Hispanic two or more races	0.07%	0.11%	0.10%	0.08%	0.16%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona

Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580


Race and Origin Composition of Current and Proposed Gila County Community College Districts
DRAFT PLAN 3
Persons
12000
10000
8000
6000
4000
2000
0
"Ideal" District Size = 10,719
Current
Proposed
District 1
District 2
District 3
District 4
District 5
Non-Hispanic White
Non-Hispanic Black
Non-Hispanic Indian
Non-Hisp. Asian/Hawaiian
Non-Hisp. Other/Multiracial
Hispanic
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
DRAFT PLAN 3

	Current Districts	Proposed Plan	Change
Population, District 1	11,670	10,637	-1,033
Population, District 2	11,342	10,806	-536
Population, District 3	10,231	10,989	758
Population, District 4	8,972	10,425	1,453
Population, District 5	11,382	10,740	-642
Population deviation, District 1	951	-82	
Population deviation, District 2	623	87	
Population deviation, District 3	-488	270	
Population deviation, District 4	-1,747	-294	
Population deviation, District 5	663	21	
Percent deviation, District 1	8.87%	-0.77%	
Percent deviation, District 2	5.81%	0.81%	
Percent deviation, District 3	-4.56%	2.52%	
Percent deviation, District 4	-16.30%	-2.75%	
Percent deviation, District 5	6.18%	0.19%	
Total plan deviation, number	2,698	564	
Total plan deviation, percent	25.17%	5.26%	
Percent voting-age Hispanic, District 1	5.89%	6.54%	0.65%
Percent voting-age Hispanic, District 2	7.24%	7.42%	0.18%
Percent voting-age Hispanic, District 3	19.20%	15.94%	-3.26%
Percent voting-age Hispanic, District 4	31.10%	36.53%	5.43%
Percent voting-age Hispanic, District 5	19.92%	13.03%	-6.89%
Percent voting-age Non-Hispanic Native American, District 1	1.93%	2.00%	0.07%
Percent voting-age Non-Hispanic Native American, District 2	2.37%	2.45%	0.08%
Percent voting-age Non-Hispanic Native American, District 3	2.69%	2.39%	-0.30%
Percent voting-age Non-Hispanic Native American, District 4	2.40%	2.35%	-0.05%
Percent voting-age Non-Hispanic Native American, District 5	55.19%	59.06%	3.87%
Percent voting-age Non-Hispanic Black, District 1	0.35%	0.45%	0.10%
Percent voting-age Non-Hispanic Black, District 2	0.22%	0.24%	0.02%
Percent voting-age Non-Hispanic Black, District 3	0.35%	0.22%	-0.13%
Percent voting-age Non-Hispanic Black, District 4	0.73%	0.64%	-0.09%
Percent voting-age Non-Hispanic Black, District 5	0.48%	0.54%	0.06%
Percent voting-age total minority residents, District 1	8.97%	9.75%	0.78%
Percent voting-age total minority residents, District 2	10.91%	11.17%	0.26%
Percent voting-age total minority residents, District 3	23.12%	19.46%	-3.66%
Percent voting-age total minority residents, District 4	35.12%	40.30%	5.18%
Percent voting-age total minority residents, District 5	76.31%	73.50%	-2.81%

Changes to DRAFT PLAN 3:

1. Moved Carrizo precinct from CCD3 to CCD5
2. Moved Hayden, Winkelman and the non-reserv. part of Christmas precinct from CCD5 to CCD3
3. Moved Miami #1 precinct south of Hwy 60 from CCD3 to CCD4
4. Moved six blocks at the north end of Globe #7 from CCD4 to CCD3

ARF-769 **Consent Agenda Item 4- A**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Jacque Durbin	Submitted By:	Coleen Stevens, Superior Court
Department:	Superior Court	Division:	Superior Court Administration
Fiscal Year:	FY 2011	Budgeted?:	Yes
Contract Dates Begin & End:	AUGUST 1, 2011 - DECEMBER 31, 2011	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Presenter's Name:

Information

Request/Subject

Approve Appointments of Two Justices of the Peace Pro Tempore for Gila County

Background Information

Presiding Judge Peter Cahill, appointed Judge Gary V. Scales as a Justice of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts to serve from time to time as requested. Judge Scales currently serves as a Superior Court Judge Pro Tempore. This appointment is at no additional cost.

Additional Justices of the Peace Pro Tempore were needed to serve in the Globe and Payson Regional Justice Courts. Judge Cahill appointed a Selection Committee to perform the recruitment process. This included advertising the position, reviewing applications, performing background checks, selecting which candidates to interview, and conducting interviews. Paul R. Larkin was unanimously recommended by the Selection Committee. Judge Gary Goetteman and Judge Dorothy Little requested his appointment. Judge Cahill appointed Mr. Paul R. Larkin as Justice of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts, subject to the availability of funds in the Justice Court budgets.

Evaluation

The Presiding Judge of the Superior Court in Gila County requests the appointment of Judge Gary V. Scales and appointment of Mr. Paul R. Larkin as Justices of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts.

Due to exigent circumstances requiring qualified judicial officers for those occasions when conflicts arise or Justices of the Peace are absent, or otherwise unavailable, it is necessary to appoint these Justices of the Peace Pro Tempore to serve from time to time as required. Selection of pro tempores followed a recruitment process where the position was advertised and a committee made recommendations about which candidates to appoint. Funds are already included in the Justice Court budgets.

Conclusion

There are times when Justices of the Peace Pro Tempore are necessary for Gila County to ensure there are qualified judicial officers available to serve on those occasions when Justices of the Peace are absent, have a conflict with a case, or are otherwise unavailable. A recruitment and vetting process was followed, and Judge Cahill appointed the candidates recommended by the Selection Committee in accordance with A.R.S. Section 22-121.

Recommendation

It is recommended that the Board of Supervisors approve the appointments of Judge Gary V. Scales and Paul R. Larkin as Justices of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts.

Suggested Motion

Approval of the appointments of Judge Gary V. Scales and Mr. Paul R. Larkin as Justices of the Peace Pro Tempore of the Globe and Payson Regional Justice Courts for a period of five months from August 1, 2011, through December 31, 2011.

Attachments

Scales BOS Memo

Scales Order Appointing

BOS Approval-Scales

BOS Memo - Larkin

ADMIN ORDER - LARKIN

BOS Approval-Larkin

PETER J. CAHILL
Presiding Judge
Extension 8686

MARY HAWKINS
Court Administrator
Extension 8671

Superior Court
Of Gila County

GILA COUNTY COURTHOUSE
1400 EAST ASH
GLOBE, ARIZONA 85501
(928) 425-3231

ROBERT DUBER, II
Judge, Division II
Extension 8690

MEMORANDUM

DATE: **August 1, 2011**

TO: **Gila County Board of Supervisors**

FROM: **Peter J. Cahill, Presiding Judge** PC

RE: **Appointment of Justice of the Peace Pro Tempore for Gila County**

I have appointed Judge Gary V. Scales as Justice of the Peace Pro Tempore, for Globe and Payson Regional Justice Courts. *(A copy of the Administrative Order is enclosed).*

The appointment is for a period of five (5) months (August 1, 2011, through December 31, 2011). I am requesting that the Board approve this appointment pursuant to A.R.S. §22-121. I have enclosed a proposed approval form for Judge Gary Scales, for the Board to consider.

/cs
Enclosures

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

IN THE MATTER OF THE APPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR GILA COUNTY JUSTICE COURTS	)	ADMINISTRATIVE ORDER No. 2011 PJC - _____

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or justices of the peace are absent, to enhance the court's ability to process cases, and pursuant to A.R.S. §22-121,

IT IS HEREBY ORDERED appointing **GARY V SCALES** as a Justice of the Peace Pro Tempore of both the Globe and Payson Regional Justice Courts, to serve from time to time as requested by the applicable justice of the peace and subject to the availability of funds of the justice courts. The term of this appointment shall be for five (5) months from August 1, 2011, through December 31, 2011, unless terminated earlier by order of the Presiding Judge.

Dated: Aug. 11, 2011.

Presiding Judge

cc: Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Hon. Gary Goetteman
Globe Regional Justice Court
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

Hon. Gary Scales
Gila County Superior Court
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

Jacque Durbin
Court Administrator
Gila County Limited Jurisdiction Courts
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

APPROVAL OF APPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Gary V. Scales** as a Justice of the Peace Pro Tempore of the Globe Regional Justice Court in Gila County for the term of six (6) months (August 1, 2011 through December 31, 2011), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

DATED this ___ day of _____, 2011.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Tommie C. Martin, Chairperson

PETER J. CAHILL
Presiding Judge
Extension 8686

MARY HAWKINS
Court Administrator
Extension 8671

Superior Court
Of Gila County

GILA COUNTY COURTHOUSE
1400 EAST ASH
GLOBE, ARIZONA 85501
(928) 425-3231

ROBERT DUBER, II
Judge, Division II
Extension 8690

MEMORANDUM

DATE: **August 1, 2011**

TO: **Gila County Board of Supervisors**

FROM: **Peter J. Cahill, Presiding Judge** PC

RE: **Appointment of Justice of the Peace Pro Tempore for Gila County**

Judges Gary Goetteman and Dorothy Little requested appointment of **Paul R. Larkin** as a Justice of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts, and I am requesting your approval of his appointment pursuant to A.R.S. §22-121. *(A copy of the Administrative Order is enclosed.)*

This is Mr. Larkin's first appointment. Mr. Larkin's application was reviewed by a Selection Committee that was assembled to perform the recruitment process in order to select qualified Justices of the Peace Pro Tempore. They advertised for this position, reviewed all applications, performed background checks, selected which candidates to interview, and conducted the interviews. They unanimously recommended that Mr. Larkin receive this appointment, which is for a period of five (5) months, from August 1, 2011, through December 31, 2011. Pay for Mr. Larkin is subject to availability of funds in the justice court budgets. Funds are included in the current fiscal year budget.

I have enclosed a proposed form approving Mr. Larkin's appointment for the Board to consider. Thank you for your consideration of this request.

/cs
Enclosures

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

IN THE MATTER OF THE APPOINTMENT OF JUSTICE OF THE PEACE PRO TEMPORE FOR GLOBE and PAYSON REGIONAL JUSTICE COURTS	)	ADMINISTRATIVE ORDER No. 2011 PJC - _____

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, appointing **PAUL R. LARKIN** as a Justice of the Peace Pro Tempore for the Globe and Payson Regional Justice Courts to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for five (5) months (August 1, 2011 through December 31, 2011), unless terminated earlier by Order of the Presiding Judge.

Dated: Aug. 11, 2011.

Peter J. Cahill
Presiding Judge

cc: Hon. Gary Goetteman
Globe Regional Justice Court
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85501

Hon. Paul R. Larkin
1155 South 132nd Street
Gilbert, Arizona 85233

Jacque Durbin
Court Administrator
Limited Jurisdiction Courts
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **PAUL R. LARKIN** as a Justice of the Peace Pro Tempore of the Globe and Payson Regional Justice Courts in Gila County for the term of five (5) months from August 1, 2011 through December 31, 2011, unless terminated earlier by order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the Court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2011.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Tommie C. Martin, Chairperson

ARF-785 **Consent Agenda Item 4- B**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For: Linda O'Dell Submitted By: Julie Vasquez, School Superintendent's Office

Department: School Superintendent's Office

Fiscal Year:	2010-2011	Budgeted?:	Yes
Contract Dates Begin & End:	6-30-10 to 7-1-11	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Presenter's Name:

Information

Request/Subject

Approval of Amendment No. 2 to Intergovernmental Agreement for Title I and other Associated Funds for Juvenile Detention Services (Attorney General Contract No KR10-0018) that is between the Arizona Supreme Court , Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent ("Superintendent") and the Gila County Superior Court through the Juvenile Court ("Court")

Background Information

On March 23, 2010, the Gila County Board of Supervisors approved an Intergovernmental Agreement and Budget Application for FY 2010 Juvenile Detention Education Funding by and between the Arizona Supreme Court, Administrative Office of the Courts and Gila County Board of Supervisors through the County School Superintendent and the Gila County Superior Court through the Juvenile Court in the amount of $116,755.36

Evaluation

Amendment No 2 to the Intergovernmental Agreement (IGA) changes the following:

1. Section 1 - Purpose: the AOC has applied for and received $325,000.00 from FY2011 carry over funds, on behalf of all Arizona counties. The portion of these funds allocated to Gila County is $20,964.00.

2. Exhibit A-1 and Exhibit A-2 (Budget Application and Budget Description respectively) are attached hereto and incorporated herein. They amend Exhibit A of the underlying IGA.

Conclusion

Amendment No. 2 of Attorney General Contract No KR10-0018 needs to be signed and approved by the Board of Supervisors in order for the School Superintendent to submit it to the Arizona Supreme Court, Administative Office of the Courts.

Recommendation

The Gila County School Superintendent recommends that the Board of Supervisors approve Amendment No. 2 to Attorney General Contract No KR10-0018 in order to incorporate changes needed for fiscal year 2011.

Suggested Motion

Approval of Amendment No. 2 to an Intergovernmental Agreement for Title I and other associated funds for FY 2011 Juvenile Detention Services (Attorney General Contract No. KR10-0018) between the Arizona Supreme Court, Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent to amend Section 1-Purpose and Exhibit A-1 and A-2 of the Intergovernmental Agreement.

Attachments

Amend #2 Doc #1.pdf

Amend #1 Doc 2.pdf

Original IGA Doc 3.pdf

Arizona Supreme Court
Administrative Office of the Courts

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR TITLE I FUNDS FOR JUVENILE DETENTION EDUCATION SERVICES

Attorney General Contract #KR10 - 0018
Amendment #2

This amends the above described Intergovernmental Agreement dated February 17, 2010 ("IGA") by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("AOC"), and Gila County Board of Supervisors through the County School Superintendent ("Superintendent") and the Gila County Superior Court through the Juvenile Court ("Court").

The parties agree the IGA is amended as follows:

1. **Section 1. Purpose**. The AOC has applied for and received $325,000.00 from FY2011 carry over funds, on behalf of all Arizona counties. The portion of these funds allocated to Gila County is $20,964.00.

2. **Exhibit A-1 and Exhibit A-2** (Budget Application and Budget Description respectively) are attached hereto and incorporated herein. They amend Exhibit A of the underlying IGA.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this IGA Amendment on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Gila County:

By: Honorable Peter J. Cahill
Presiding Juvenile Court Judge

8/24/11
Date

Superintendent:

By: Dr. Linda O'Dell

8-24-11
Date:

Superintendent Counsel:

By:

Date

Board of Supervisors:

By: Chairman

Date:

Board of Supervisors Counsel:

By:

Date:

Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

Gila

INTERGOVERNMENTAL AGREEMENT DETERMINATION

KR11-0062

Attorney General Contract No. _____ which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 16th Day of August, 2011

THOMAS C. HORNE
The Attorney General

Eryn M McCarthy
Assistant Attorney General

351714

Exhibit A - 1
Budget Application

Public Educational Agency (PEA) **Arizona Supreme Court**	County GILA		Name		Phone Number		
Function Code	**Object Code**	**Title I-D**	**Title II-A**	**Part B IDEA Basic**	**ARRA IDEA Grant**	**Secure Care**	**Line Item Totals**
Current FY11 Allocation		**$20,964.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$20,964.00**
Carryover from FY10 (+)		$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
ADE Approved **Interest** Carryover FY10		$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
***Total Program Budget Allocation FY11 (=)**		**$20,964.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$20,964.00**
Instruction 1000							
Salaries	1000-6100	$3,360.00					**$3,360.00**
Employee Benefits	1000-6200	$404.00					**$404.00**
Purchased Professional Services	1000-6300						**$0.00**
Purchased Property Services	1000-6400						**$0.00**
Other Purchased Services	1000-6500						**$0.00**
Supplies	1000-6600						**$0.00**
Other Expenses	1000-6800						
Support Services 2100, 2200, 2600-2900							
Salaries	2100-6100						**$0.00**
Employee Benefits	2100-6200						**$0.00**
Purchased Professional Services	2100-6300	$8,400.00					**$8,400.00**
Purchased Property Services	2100-6400						
Other Purchased Services	2100-6500						**$0.00**
Supplies	2100-6600						**$0.00**
Other Expenses	2100-6800						**$0.00**
Support Services - Admin 2300, 2400, 2500							
Salaries	2300-6100						$0.00
Employee Benefits	2300-6200						**$0.00**
Purchased Professional Services	2300-6300						
Purchased Property Services	2300-6400						
Other Purchased Services	2300-6500						**$0.00**
Supplies	2300-6600						
Other Expenses	2300-6800						
Capital Outlay	6700 et al.	**$8,800.00**					**$8,800.00**
PROPOSED BUDGET EXPENDITURE TOTAL FY11		**20,964.00**	**0.00**	0.00	0.00	**0.00**	**$20,964.00**

8-19-11

Director of Juvenile Court Services Date

County School Superintendent Date

P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)

Budget Description Page 2011

When listing staff, salaries, calculate and include full-time equivalencies (FTEs)
For ALL costs, give specific program descriptions and rationale

Budget Description		
Function and Object Code	Itemized Project Costs	Budgeted Amount
Instruction 1000		
Salaries 6100 Title I-D	**Title ID:** .25 FTE Bilingual Instructional Aide (60 days X 4 hours X $14.00=$3,360	$3,360
Employee Benefits 6200 Title I-D	**Title ID:** Benefits for .25 Instructional Aide @ 12%= $404.	$404
Purchased Professional Services 6300 Title I-D		
Purchased Property Services 6400 Title I-D		
Other Purchased Services 6500		
Supplies 6600 Title I-D		
Support Services 2100		
Salaries 6100 Title I-D		
Employee Benefits 6200 Title I-D		
Purchased Professional Services 6300 Title I-D	**Title ID:** Consultant and counseling services to facilitate student transition back to the school and community= $8,400.	$8,400
Other Purchased Services 6500 Title I-D		
Support Services 2100 (cont.)		
Supplies 6600		
Other Expenses 6800 Title I-D		
Support Services 2300		
Salaries 6100 Title I-D		
Employee Benefits 6200 Title I-D		
Other Purchased Services 6500		
Capital Outlay 6700 et. Al. Title I-D	Fax Machine= $800, New Server for student computer system=$8,000	$8,800

Arizona Supreme Court
Administrative Office of the Courts

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR TITLE I AND OTHER ASSOCIATED FUNDS FOR JUVENILE DETENTION EDUCATION SERVICES

Attorney General Contract #KR10 - 0018
Amendment #1

This amends the above described Intergovernmental Agreement dated February 17, 2010 ("IGA") by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("AOC"), and Gila County Board of Supervisors through the County School Superintendent ("Superintendent") and the Gila County Superior Court through the Juvenile Court ("Court").

The parties agree the IGA is amended as follows:

1. **Section 1. Purpose**. The AOC has applied for and received $1,434,649.67 for fiscal year 2011, on behalf of all Arizona counties. The portion of these funds allocated to Gila County is $81,630.41. In addition, Gila County's proportional share of the collectively earned interest on fiscal year 2010 title funds ($3.55) will be included in the warrant. Gila County's total fiscal year 2011 disbursement is $81,633.96.

2. Exhibit A-1 (Budget Application) and A-2 (Budget Description) to this document is attached hereto and incorporated herein. It amends Exhibit A of the underlying IGA.

SIGNATURE PAGE FOLLOWS

Exhibit A - 1

Public Educational Agency (PEA) Arizona Supreme Court	County GILA			Name of Person Preparing Re		Phone Number			
Function Code	Object Code	Title I-D	Title II-A	Title IV-A	Part B IDEA Basic	ARRA IDEA Grant	Chemical Abuse	Secure Care	Line Item Totals
Current FY10 Allocation		$25,090.56	$8,660.87	$32.00	$23,912.00	$20,982.76	$1,000.00	$6,817.50	$86,495.69
Carryover from FY09 (+)		$6,751.85	$5,276.91	$0.00	$14,395.28	$0.00	$0.00	$3,835.53	$30,259.57
*Total Program Budget Allocation FY10 (=)		$31,842.41	$13,937.78	$32.00	$38,307.28	$20,982.76	$1,000.00	$10,653.03	$116,755.26
Instruction 1000									
Salaries	1000-6100	$11,381.00			$14,108.00				$25,489.00
Employee Benefits	1000-6200	$1,024.29			$1,874.76				$2,899.05
Purchased Professional Services	1000-6300			$32.00			$1,000.00		$1,032.00
Purchased Property Services	1000-6400								$0.00
Other Purchased Services	1000-6500								$0.00
Supplies	1000-6600				$12,324.52	$20,982.86 .76 JR		$10,653.03	$43,960.41 .31 JR
Other Expenses	1000-6800								
Support Services 2100, 2200, 2600-2900									
Salaries	2100-6100		$5,000.00						$5,000.00
Employee Benefits	2100-6200		$882.50						$882.50
Purchased Professional Services	2100-6300	$19,437.12	$1,000.00		$10,000.00				$30,437.12
Purchased Property Services	2100-6400								
Other Purchased Services	2100-6500		$2,200.00						$2,200.00
Supplies	2100-6600								$0.00
Other Expenses	2100-6800								$0.00
Support Services - Admin 2300, 2400, 2500									
Salaries	2300-6100		$3,050.25						$3,050.25
Employee Benefits	2300-6200		$305.03						$305.03
Purchased Professional Services	2300-6300								
Purchased Property Services	2300-6400								
Other Purchased Services	2300-6500		$1,500.00						$1,500.00
Supplies	2300-6600								
Other Expenses	2300-6800								
PROPOSED BUDGET EXPENDITURE TOTAL FY10		31,842.41	13,937.78	32.00	38,307.28	20,982.86 .76	1,000.00	10,653.03	$116,755.36 .36 JR

Please do not write in darkened areas. RV

Director of Juvenile Court Services — Date 3/10/10

Linda L O'Dell — County School Superintendent — Date 3-10-2010

P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)

Budget Description Page

When listing staff, salaries, calculate and include full-time equivalencies (FTEs). For ALL costs, give specific program descriptions and rationale.

Gila County

Budget Description		
Function and Object Code	**Itemized Project Costs**	**Budgeted Amount**
Instruction 1000		
Instruction 1000 Salaries 6100	Title I: .54 Instructional Aide (239 days X 8 hours X $11.00 X .54=$ $11,381) IDEA Basic: 1.) .11 FTE Highly Qualified Special Education Teacher=$7,000 2.) .46 Highly Qualified Special Education Aide=$7,108	$25,489.00
Instruction 1000 Employee Benefits 6200	Title I: Benefits for above @ 9%=$1,024.29 IDEA Basic: 1.) Benefits for .11 FTE Highly Qualified Special Education Teacher @ 17.65% =$1,235.50, 2.) Benefits for .46 Highly Qualified Special Education Aide @ 9%= $639.26	$2,899.05
Instruction 1000 Purchased Professional Services 6300	Title IV: Presentations to students of the "Tobacco Free Environments" program =$32.00. Chemical Abuse: Presentations to students of the "Tobacco Free Environments" program=$1,000.	$1,032.00
Instruction 1000 Purchased Property Services 6400		
Instruction 1000 Supplies 6600	IDEA Basic: Supplies and classroom materials=$12,324.52 ARRA IDEA Budget: Software and other supplies for special education instruction=$20,982.76 Secure Care: Classroom supplies and materials=$10,653.03	$43,960.41 .31
Support Services 2100		
Support Services 2100 Salaries 6100	Title II: Merit Pay for completion of NCA/CITA School Improvement Goals for FY2010= $5,000.	$5,000
Support Services 2100 Employee Benefits 6200	Title II: Benefits for Merit Pay @ 17.65%=$882.50	$882.50
Support Services2100 Purchased Professional Services 6300	Title I: Consultant and counseling services to facilitate student transition back to the school and community=$19,437.12. Title II: Registrations for professional development for program staff : ASCD Membership,NCA/CITA Accreditation, etc.=$1,000 IDEA Basic: Registration fees for professional development, counseling/transition and other Special Education services=$10,000.	$30,437.12
Support Services 2100 Other Purchased Services 6500	Title II: Travel expenses in support of professional development for teacher and aide =$2,200.	$2,200
Support Services 2100 Supplies 6600		
Support Services 2100 Other Expenses 6800		
Support Services Admin – 2300 Title II-A Only		
Support Services Admin 2300 Purchased Professional Services 6300 Title II-A Only	Title II: .06 Administrative support=$3,355.28 Title II: Benefits @ 10%=$305.03	$3,660.31

	services=$4,284.32	
Other Purchased Services 6500 Title I-D and Title II-A only	**Title IIA:** Travel expenses in support of professional development for teacher and aide =$2,200.	$2,200
Support Services 2100 (cont.)		
Supplies 6600 Title II-A Only		
Other Expenses 6800 Title I-D Only		
Support Services 2300		
Salaries 6100 Title I-D and Title II-A only	**Title IIA:** .05 Administrative Support salaries=$709	$709
Employee Benefits 6200 Title I-D and Title II-A only	**Title IIA:** Benefits for .05 Administrative Support salaries=$71.02	$71.02
Other Purchased Services 6500 *Title II-A Only*	**Title IIA:** Administrative travel to support professional development activities=$1,109.99	$1,109.99
Capital Outlay 6700 et. Al. Title I-D; Title II-A; ARRA IDEA, IDEA Secure Care, and Part B IDEA only	**Secure Care:** 24 port switch for classroom computers=$3,000	$3,000

Budget Description Page

When listing staff, salaries, calculate and include full-time equivalencies (FTEs). For ALL costs, give specific program descriptions and rationale.

Support Services Admin 2300 Other Purchased Services 6500 Title II-A Only	Title II: Administrative travel to support professional development activities=$1,500.	$1,500
Support Services Admin 2300 Supplies 6600 Title II-A Only		

Arizona Supreme Court
Administrative Office of the Courts

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR TITLE I AND OTHER ASSOCIATED FUNDS FOR JUVENILE DETENTION EDUCATION SERVICES

Attorney General Contract #KR10 - 0018
Amendment #1

This amends the above described Intergovernmental Agreement dated February 17, 2010 ("IGA") by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("AOC"), and Gila County Board of Supervisors through the County School Superintendent ("Superintendent") and the Gila County Superior Court through the Juvenile Court ("Court").

The parties agree the IGA is amended as follows:

1. **Section 1. Purpose.** The AOC has applied for and received $1,434,649.67 for fiscal year 2011, on behalf of all Arizona counties. The portion of these funds allocated to Gila County is $81,630.41. In addition, Gila County's proportional share of the collectively earned interest on fiscal year 2010 title funds ($3.55) will be included in the warrant. Gila County's total fiscal year 2011 disbursement is $81,633.96.

2. Exhibit A-1 (Budget Application) and A-2 (Budget Description) to this document is attached hereto and incorporated herein. It amends Exhibit A of the underlying IGA.

SIGNATURE PAGE FOLLOWS

P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)

Budget Description Page 2011, Exhibit A – 2

When listing staff, salaries, calculate and include full-time equivalencies (FTEs)
For ALL costs, give specific program descriptions and rationale

Budget Description		
Function and Object Code	Itemized Project Costs	Budgeted Amount
Instruction 1000		
Salaries 6100 Title I-D, Part B IDEA and ARRA IDEA only	**Title ID:** .10 Instructional Aide (239 days X 8 hours X $11.00 X .10=$2,098) **ARRA IDEA**: .11 FTE Highly Qualified Special Education Teacher=$5,544, .90 Highly Qualified Special Education Aide=$18,929	$26,571
Employee Benefits 6200 Title I-D, Part B IDEA and ARRA IDEA only	**Title ID:** Benefits for .10 Instructional Aide @ 17.65%=$370.30. **ARRA IDEA**: Benefits for .11 FTE Highly Qualified Special Education Teacher @ 10% =$554, 2.) Benefits for .90 Highly Qualified Special Education Aide @ 17.65%= $3,341	$4,265.30
Purchased Professional Services 6300 Title I-D only		
Purchased Property Services 6400 Title I-D only		
Other Purchased Services 6500 IDEA Secure Care only		
Supplies 6600 Title I-D; Part B IDEA, ARRA IDEA and IDEA Secure Care only	**Part B IDEA**: Supplies and classroom materials=$12,000 **IDEA Secure Care**: Classroom supplies and materials=$10,991.97	$22,991.97
Support Services 2100		
Salaries 6100 Title I-D & II-A only	**Title IID:** Merit Pay for completion of NCA/CITA School Improvement Goals for FY2011= $3,000.	$3,000
Employee Benefits 6200 Title I-D & II-A only	**Title IID:** Benefits for Merit Pay @ 10%=$300	$300
Purchased Professional Services 6300 Title I-D; Title II-A; ARRA IDEA and Part B IDEA only	**Title ID:** Consultant and counseling services to facilitate student transition back to the school and community= $20,675.94. **Title IIA:** ASCD Membership fee, fee for Advanced Education for Accreditation for FY2011 =$1,000 **Part B IDEA**: Fees for professional development, counseling/transition and other Special Education services=$26,669.32. Includes "Towards No Tobacco". **ARRA IDEA**: Registration fees for professional development, counseling/transition and other Special Education	$52,629

	services=$4,284.32	
Other Purchased Services 6500 Title I-D and Title II-A only	**Title IIA:** Travel expenses in support of professional development for teacher and aide =$2,200.	$2,200
Support Services 2100 (cont.)		
Supplies 6600 Title II-A Only		
Other Expenses 6800 Title I-D Only		
Support Services 2300		
Salaries 6100 Title I-D and Title II-A only	**Title IIA:** .05 Administrative Support salaries=$709	$709
Employee Benefits 6200 Title I-D and Title II-A only	**Title IIA:** Benefits for .05 Administrative Support salaries=$71.02	$71.02
Other Purchased Services 6500 *Title II-A Only*	**Title IIA:** Administrative travel to support professional development activities=$1,109.99	$1,109.99
Capital Outlay 6700 et. Al. Title I-D; Title II-A; ARRA IDEA, IDEA Secure Care, and Part B IDEA only	**Secure Care**: 24 port switch for classroom computers=$3,000	$3,000

G 1a

Terry Goddard
Attorney General

Office of the Attorney General
State of Arizona

Amended #1

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR10-0018 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 20th Day of December, 2010

TERRY GODDARD
The Attorney General

Assistant Attorney General

351714

IN WITNESS WHEREOF, the parties hereto have executed this IGA Amendment on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Gila County:

By: Honorable Peter J. Cahill
Presiding Juvenile Court Judge

1-21-11
Date

Superintendent:

Linda L. O'Dell

By: Dr. Linda O'Dell

1-20-2011
Date:

Superintendent Counsel:

By:

Date

Board of Supervisors:

By: Chairman

Date:

Board of Supervisors Counsel:

By:

Date:

INTERGOVERNMENTAL AGREEMENT
AMONG
THE ARIZONA SUPREME COURT,
THE GILA COUNTY SCHOOL SUPERINTENDENT AND
THE GILA COUNTY SUPERIOR COURT

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Gila County Board of Supervisors through the County School Superintendent, hereinafter referred to as "Superintendent", and the Gila County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received $1,534,270.51 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, No Child Left Behind Act of 2001 (NCLB), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, §6-301 et. seq. and CFR 34, Part 76, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (Title 1, Part D)(20 USCA Ch. 70, Subch. I, Part D, §6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II A (Teacher and Principal Training and Recruiting Fund); 20 USCA Ch. 70, Subch. II D (Enhancing Education Through Technology; 20 USCA Ch. 70, Subch. IV A (Safe and Drug-Free Schools and Communities); Part B IDEA Basic; P.L. 108-446, 20 USCA, Sections 1400-1483, Special Education Secure Care Grant, State Chemical Abuse, and other associated funds and Funds for Part B of the Individuals with Disabilities Education Act made Available Under The American Recovery and Reinvestment Act of 2009 (ARRA) (P.L. 111-5).

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2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of $86,495.69 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §11-952, 8-371 and 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §15-302.

SECRETARY OF
STATE SEAL ONLY

4. Term and Renewal

This IGA shall become effective on the date of final signature pursuant to A.R.S. §11-952(F), and shall terminate on September 30, 2011.

5. **Duties of the AOC**

The AOC shall:

a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs.

b. Provide Gila County $86,495.69 to the Superintendent to be spent as outlined in Exhibit A.

c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.

d. Provide administrative support for the preparation of the application to the Department of Education for a new sub-grant for funds to be applied for on behalf of the parties for fiscal years 2009/2010 and 2010/2011, respectively.

e. Provide training, education and support for detention educators regarding appropriate education remediation.

f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent. Maintain documentation of contracts at the AOC and the Superintendent's office.

g. Make financial distributions as approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:

   1. receipt of funds from the ADE,

   2. a current original executed IGA or Amendment,

   3. filing with the Secretary of State.

6. **Duties of the Court**

The Court shall:

a. Pursuant to A.R.S. §15-913, the Court shall work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the court's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Court shall:

   1. Work in cooperation with the Superintendent to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A.

   2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB)

P. L. 107-110, 20 USCA Ch. 70, Subch. I, §6301 et. seq.; §6-421 et. seq. and applicable CFRs, Titles II-A; II-D; IV-A; Part B IDEA basic, Special Education Secure Care Grant, State Chemical Abuse and other associated funds and Funds for Part B of the Individuals With Disabilities Education Act made Available Under the American Recovery and Reinvestment Act of 2009 (ARRA) (P.L. 111-5).

b. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.

c. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center.

d. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.

e. Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

7. <u>Duties of the Superintendent</u>

The Superintendent shall:

a. Pursuant to A.R.S. §15-913, the Superintendent shall work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the superintendent's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Superintendent shall:

1. Work in cooperation with the Court to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the USDOE on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, §6311) and the Title Funds Budget Application, attached as Exhibit A.

2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P. L. 107-110, 20 USCA Ch. 70, Subch. I, §6301 et. seq.; §6-421 et. seq. and applicable CFRs, Titles II-A; II-D; IV-A; Part B IDEA basic, Special Education Secure Care Grant, State Chemical Abuse and other associated funds.

b. Work with the Court and the AOC in the preparation of the application for NCLB and associated funds for fiscal years 2009/2010 and 2010/2011, respectively.

c. Work with the Court to implement eligible program activities and maintain adequate documentation to fulfill all statutory program requirements.

d. Implement appropriate supplemental instructional activities in keeping with the intent and purpose of Title I (as described in P.L. 107-110 "No Child Left Behind Act of 2001" as amended and CFR) and shall provide program reports as requested to the AOC and the Court.

e. Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.

f. Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. §15-271, and published in a manual by the Arizona Department of Education and the Auditor General.

g. Work in cooperation with the Court to ensure that the total instructional days in juvenile detention centers shall have a minimum threshold of 225 days.

h. Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet for all items over $300.

i. Maintain and provide to the AOC upon request job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.

j. Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.

k. Work with the Court to provide services to students in secure care settings that:

   1. provide for an academic assessment and survey of educational status while in the detention education program,

   2. attempt to coordinate the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. §15-913 this includes assisting pupils to re-enter or re-enroll into a public school after leaving the detention education program,

   3. ensure students successfully complete assigned work while in the detention facility,

   4. ensure transfer credits for work completed while in the detention facility,

   5. assist students to transition to public and/or alternative education placements, including assisting the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. §15-913.

l. Complete an annual program evaluation report on forms supplied by the AOC and submit to the AOC by August 31st of each fiscal year, in the final report required in paragraph 9.

m. Document the results of an assessment of basic academic skills for each student and summarize the results, with the final reports required in paragraph 9.

n. Ensure that funds are spent in accordance with all state and federal Title I and associated funds rules and regulations.

o. Ensure that funds are spent in accordance with Exhibit A-1 and A-2.

p. Ensure that funds are spent and programs are developed which are in accordance with the Arizona Consolidated State Application approved by the USDOE on June 10, 2003.

q. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.

r. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.

s. Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund ***and each program must be accounted for separately.*** Any interest earned on these monies while in the possession of the Superintendent shall accrue to ***each separate program account*** and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A and the terms of this IGA.

9. Expenditures

a. **Reporting Requirements.** A mid-year and a closing report are required. The Superintendent shall submit a mid-year report no later than January 31st of each fiscal year, and a final report no later than August 31st of each fiscal year. The final report shall include a closing financial statement, a final report outlining program achievements (progress toward goals identified) and a check/warrant for any unexpended funds and interest as requested.

b. **Unexpended Funds.** The Superintendent may carry over no more than 15% for Title I funds unencumbered and unexpended as of June 30th of each fiscal year, upon request of AOC, and if approved by the ADE. However, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned within 30 days of written notification. A closing financial statement shall be signed by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.

c. **Inappropriate Expenditures.** The Superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. Funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.

d. **Budget Modifications.** The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.

e. **Termination of Funding.** In the event that this IGA is terminated prior to September 30, 2011 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. <u>Books and Records</u>

a. **Financial Records and Examination.** The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. **Program Records and Evaluation.** The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized

agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with funds received pursuant to and in compliance with this IGA, and shall maintain written inventory and property control policies and procedures in accordance with applicable federal requirements and requirements of USFR.

12. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplused as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

Property purchased from funds disbursed pursuant to this IGA shall belong to the Superintendent upon the termination or cancellation of the IGA or upon its expiration without further renewal, but shall remain at the detention center as long as the property is being used in a manner similar and consistent with its original intent.

13. Confidentiality

a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. §15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted thereunder, and applicable school board policies.

b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.

c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall

establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees or officers of Contractor as required of the performance of duties under the Contract, except upon the prior, written consent of the Court.

14. Modification and Termination

a. This IGA may be terminated for any reason by any party upon thirty (30) days written notice to all parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail.

b. Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

15. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

16. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

17. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

18. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

19. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

20. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. §38-511, the provisions of which are incorporated herein and made a part thereof.

21. Legal Authority

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter in this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

22. Worker's Compensation

Each party shall comply with the notice of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

23. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

24. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities

different from the standard of care imposed by law.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

25. Notice

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

AOC:
Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:
Frank Owens
Director of Juvenile Court Services
Gila County Juvenile Court
1100 E. Monroe St.
Globe, Arizona 85501

SUPERINTENDENT:
Dr. Linda O'Dell
Gila County Superintendent of Schools
1400 E. Ash Street
Globe, Arizona 85501

26. Availability of Funds

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such 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 this 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.

27. Compliance with the Arizona Legal Workers Act, A.R.S. §41-4401.

a. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(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."). If this compliance requirement disqualifies any of Contractor's

key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided the Court may terminate this contract.

b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

c. The Court retains the legal right to audit and inspect the papers of any of Contractor's employee or subcontractor's employee who works on the contract to ensure that Contractor's personnel and any person working at the direction of Contractor is complying with the warranty under subparagraph A.

28. Scrutinized Business Operations.

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

29. Audits.

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the Contractor shall produce the original of any or all such records at the offices of the Department.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this IGA Amendment on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

3-30-10
Date

Superior Court of Arizona in and for Gila County:

By: Honorable Peter Cahill
Presiding Juvenile Court Judge

3-18-10
Date

Superintendent:

By: Dr. Linda O'Dell

3-3-2010
Date

Board of Supervisors:

By: Chairman

3/23/10
Date:

Superintendent's Counsel:

By: Bryan B. Chambers Chief Deputy County Attorney

3-19-2010
Date:

Board of Supervisors Counsel:

By: Bryan B. Chambers Chief Deputy County Attorney

3-18-2010
Date:

ARIZONA HIGHLY QUALIFIED TEACHERS

(Pursuant to requirements mandated by P.L. 107-110 *No Child Left Behind* Legislation)

NAME: CHANDRA SHEKHAR DISTRICT: GILA COUNTY DETENTION

SSN: 600-14-7098 SCHOOL: INSPIRATION ACADEMY

Please check where applicable:

☑ 1. Hold a bachelor's degree

AND

☑ 2. Hold a valid state certificate—charter school teachers are exempt from this requirement

- ☑ a. Elementary Certificate
- ☑ b. Secondary Certificate
- ☑ c. Special Education Certificate (List Disability Area(s): LD, EH)

☐ 3. Teach at (*list school level:* K-12 *(elementary, middle, or secondary)*, provide teaching assignment Science *(grade & subject)*)

- ☐ a. Passed a rigorous content State academic subject matter test (In Arizona this is the AEPA Professional Knowledge Test and the Subject Knowledge Test in the Content Area in which you are teaching. This test was first available in 1999), **or**
- ☑ b. Hold an advanced degree in your content area, **or**
- ☐ c. Hold National Board Certification **in the area in which you are currently teaching, or**
- ☐ d. **For Middle and High School only:** 24 hours in the content area

*If you checked 1, 2, **and** 3 (including 3.a, 3.b, 3.c **or** 3.d) above, under federal guidelines you are considered **highly qualified**. If you were not able to mark 3.a, 3.b, 3.c **or** 3.d, please complete rubric to verify that your existing qualifications meet the requirements of the No Child Left Behind Act.*

I attest to the factual completion of this evaluation.

Chandra Shekhar — 03/22/10

Signature of Teacher — *Date*

RICHARD VIERLING

Printed Name of Principal

R. Vierling — 3-22-10

Signature of Principal — *Date*

ARRA IDEA BASIC GRANT REPORTING GUIDELINES

ARRA: American Recovery and Reinvestment Act of 2009 is supplemental support for the excess costs of providing special education and related services to children with disabilities. These funds must be used consistently with IDEA Part B as well as applicable.

Spending Guidelines:

ARRA funds may be used for any purpose authorized by IDEA, Part B and its implementing regulations. Funds may be used to purchase technology, instructional supplies and devices, provide professional development for special education and regular education teachers to improve outcomes for students with disabilities and may only be used for the excess costs of providing special education and related services to children with disabilities.

Listed below is a budget description template for reporting expenditures for all ARRA IDEA Basic Grant monies. When filling out the first part of this form please include the total number of people hired or retained, not FTEs. The second part of the form pertains to Vendor Information. Please include the name of the vendor (i.e. Lake Shore Learning), their EIN number (employer identification number), the date of the purchase, the total amount spent and a brief description (reference books).

PERSONNEL INFORMATION

	Jobs Created	Jobs Saved
Instructional Certified		
Instructional Classified		
Support Services Certified		
Support Services Classified		
Admin Services Certified		
Admin Services Classified		

VENDOR INFORMATION

VENDOR NAME	EIN #	DATE OF PURCHASE	TOTAL AMOUNT SPENT	BRIEF DESCRIPTION
Backbone Communications	861017598	TBD	TBD	Remedial Education Software

Arizona Highly Qualified Teachers Verification of Compliance

Pursuant to requirements mandated by P.L.107-110 *No Child Left Behind* Legislation

2009-2010

School: Inspiration Academy

District: Gila County Detention

Principal: Richard Vierling

Number of Classroom Teachers	1
Number of Assistant Principals	0
Number of Principals	1
Percent of Teachers meeting the definition of Highly Qualified	100%
Percent of classes taught by Highly Qualified Teachers	100%

R. Vierling
Principal Signature

2-25-10
Date

Keep one copy of this form in the school office along with signed individual teacher attestations.
Submit a copy of this form to the district or the administrative office.

Thank you.

Exhibit A - 1

Public Educational Agency (PEA) Arizona Supreme Court	County GILA			Name of Person Preparing Re		Phone Number			
Function Code	**Object Code**	**Title I-D**	**Title II-A**	**Title IV-A**	**Part B IDEA Basic**	**ARRA IDEA Grant**	**Chemical Abuse**	**Secure Care**	**Line Item Totals**
Current FY10 Allocation		$25,090.56	$8,660.87	$32.00	$23,912.00	$20,982.76	$1,000.00	$6,817.50	$86,495.69
Carryover from FY09 (+)		$6,751.85	$5,276.91	$0.00	$14,395.26	$0.00	$0.00	$3,835.53	$30,259.57
***Total Program Budget Allocation FY10 (=)**		$31,842.41	$13,937.78	$32.00	$38,307.28	$20,982.76	$1,000.00	$10,653.03	$116,755.26
Instruction 1000									
Salaries	1000-6100	$11,381.00			$14,108.00				$25,489.00
Employee Benefits	1000-6200	$1,024.29			$1,874.76				$2,899.05
Purchased Professional Services	1000-6300			$32.00			$1,000.00		$1,032.00
Purchased Property Services	1000-6400								$0.00
Other Purchased Services	1000-6500								$0.00
Supplies	1000-6600				$12,324.52	$20,982.86		$10,653.03	$43,960.41
Other Expenses	1000-6800								
Support Services 2100, 2200, 2600-2900									
Salaries	2100-6100		$5,000.00						$5,000.00
Employee Benefits	2100-6200		$882.50						$882.50
Purchased Professional Services	2100-6300	$19,437.12	$1,000.00		$10,000.00				$30,437.12
Purchased Property Services	2100-6400								
Other Purchased Services	2100-6500		$2,200.00						$2,200.00
Supplies	2100-6600								$0.00
Other Expenses	2100-6800								$0.00
Support Services - Admin 2300, 2400, 2500									
Salaries	2300-6100		$3,050.25						$3,050.25
Employee Benefits	2300-6200		$305.03						$305.03
Purchased Professional Services	2300-6300								
Purchased Property Services	2300-6400								
Other Purchased Services	2300-6500		$1,500.00						$1,500.00
Supplies	2300-6600								
Other Expenses	2300-6800								
PROPOSED BUDGET EXPENDITURE TOTAL FY10		31,842.41	13,937.78	32.00	38,307.28	20,982.86	1,000.00	10,653.03	$116,755.26

Please do not write in darkened areas.

Director of Juvenile Court Services — Date: 3/10/10

County School Superintendent — Date: 3-10-2010

P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)

Budget Description Page

When listing staff, salaries, calculate and include full-time equivalencies (FTEs). For ALL costs, give specific program descriptions and rationale.

Gila County

Budget Description		
Function and Object Code	**Itemized Project Costs**	**Budgeted Amount**
Instruction 1000		
Instruction 1000 Salaries 6100	Title I: .54 Instructional Aide (239 days X 8 hours X $11.00 X .54=$ $11,381) IDEA Basic: 1.) .11 FTE Highly Qualified Special Education Teacher=$7,000 2.) .46 Highly Qualified Special Education Aide=$7,108	$25,489.00
Instruction 1000 Employee Benefits 6200	Title I: Benefits for above @ 9%=$1,024.29 IDEA Basic: 1.) Benefits for .11 FTE Highly Qualified Special Education Teacher @ 17.65% =$1,235.50, 2.) Benefits for .46 Highly Qualified Special Education Aide @ 9%= $639.26	$2,899.05
Instruction 1000 Purchased Professional Services 6300	Title IV: Presentations to students of the "Tobacco Free Environments" program =$32.00. Chemical Abuse: Presentations to students of the "Tobacco Free Environments" program=$1,000.	$1,032.00
Instruction 1000 Purchased Property Services 6400		
Instruction 1000 Supplies 6600	IDEA Basic: Supplies and classroom materials=$12,324.52 ARRA IDEA Budget: Software and other supplies for special education instruction=$20,982.76 Secure Care: Classroom supplies and materials=$10,653.03	$43,960.41
Support Services 2100		
Support Services 2100 Salaries 6100	Title II: Merit Pay for completion of NCA/CITA School Improvement Goals for FY2010= $5,000.	$5,000
Support Services 2100 Employee Benefits 6200	Title II: Benefits for Merit Pay @ 17.65%=$882.50	$882.50
Support Services2100 Purchased Professional Services 6300	Title I: Consultant and counseling services to facilitate student transition back to the school and community=$19,437.12. Title II: Registrations for professional development for program staff: ASCD Membership,NCA/CITA Accreditation, etc.=$1,000 IDEA Basic: Registration fees for professional development, counseling/transition and other Special Education services=$10,000.	$30,437.12
Support Services 2100 Other Purchased Services 6500	Title II: Travel expenses in support of professional development for teacher and aide =$2,200.	$2,200
Support Services 2100 Supplies 6600		
Support Services 2100 Other Expenses 6800		
Support Services Admin – 2300 Title II-A Only		
Support Services Admin 2300 Purchased Professional Services 6300 Title II-A Only	Title II: .06 Administrative support=$3,050.25 Title II: Benefits @ 10%=$305.03	$3,355.28

Budget Description Page

When listing staff, salaries, calculate and include full-time equivalencies (FTEs). For ALL costs, give specific program descriptions and rationale.

Support Services Admin 2300 **Other Purchased Services** **6500** **Title II-A Only**	Title II: Administrative travel to support professional development activities=$1,500.	$1,500
Support Services Admin 2300 **Supplies** **6600** **Title II-A Only**		

ARF-845 **Consent Agenda Item 4- C**

Regular BOS Meeting

Meeting Date: 09/20/2011

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

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

Cobre Valley Regional Medical Center Foundation Special Event Liquor License Applications for Nov. 3, 2011

Background Information

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

Evaluation

The 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 Cobre Valey Regional Medical Center Foundation will have used 1 day of the allowable 10 days to serve liquor at a special event in 2011.

Recommendation

The Deputy Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Cobre Valley Regional Medical Center Foundation to serve liquor on November 3, 2011, at the Gila County Fairgrounds for its annual Art and Wine Auction.

Attachments

Cobre Valley Regional Medical Center Foundation Special Event License App.

State of Arizona Department of Liquor Licenses and Control

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: COBRE VALLEY REGIONAL MEDICAL CENTER FOUNDATION
2. Non-Profit/I.R.S. Tax Exempt Number: 86-0732836
3. The organization is a: (check one box only)
   - [x] Charitable
   - [ ] Fraternal (must have regular membership and in existence for over 5 years)
   - [ ] Civic
   - [ ] Political Party, Ballot Measure, or Campaign Committee
   - [ ] Religious
4. What is the purpose of this event? ART & WINE AUCTION with Wine Tasting & BEER
5. Location of the event: GILA COUNTY FAIR GROUNDS HWY 60 GLOBE - GILA 85501
   Address of physical location (Not P.O. Box) | City | County | Zip

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

6. **Applicant:** Schaefer (Last) Ted (First) J. (Middle) 12/22/50 (Date of Birth)
7. Applicant's Mailing Address: 2250 E. HWY 60 STE-E (Street) MIAMI (City) AZ (State) 85539 (Zip)
8. Phone Numbers: (928) 425-5924 (Site Owner #) (928) 425-0014 (Applicant's Business #) (928) 425-6531 (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	NOV 3, 2011	THURSDAY	5pm	10pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

11. This organization has been issued a special event license for 8 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 COBRE VALLEY HOSPITAL FOUNDATION 100%
Percentage

Address

Name
Percentage

Address
(Attach additional sheet if necessary)

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

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

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

2 # Police ☐ Fencing
____ # Security personnel ☐ Barriers

SECURED BUILDING

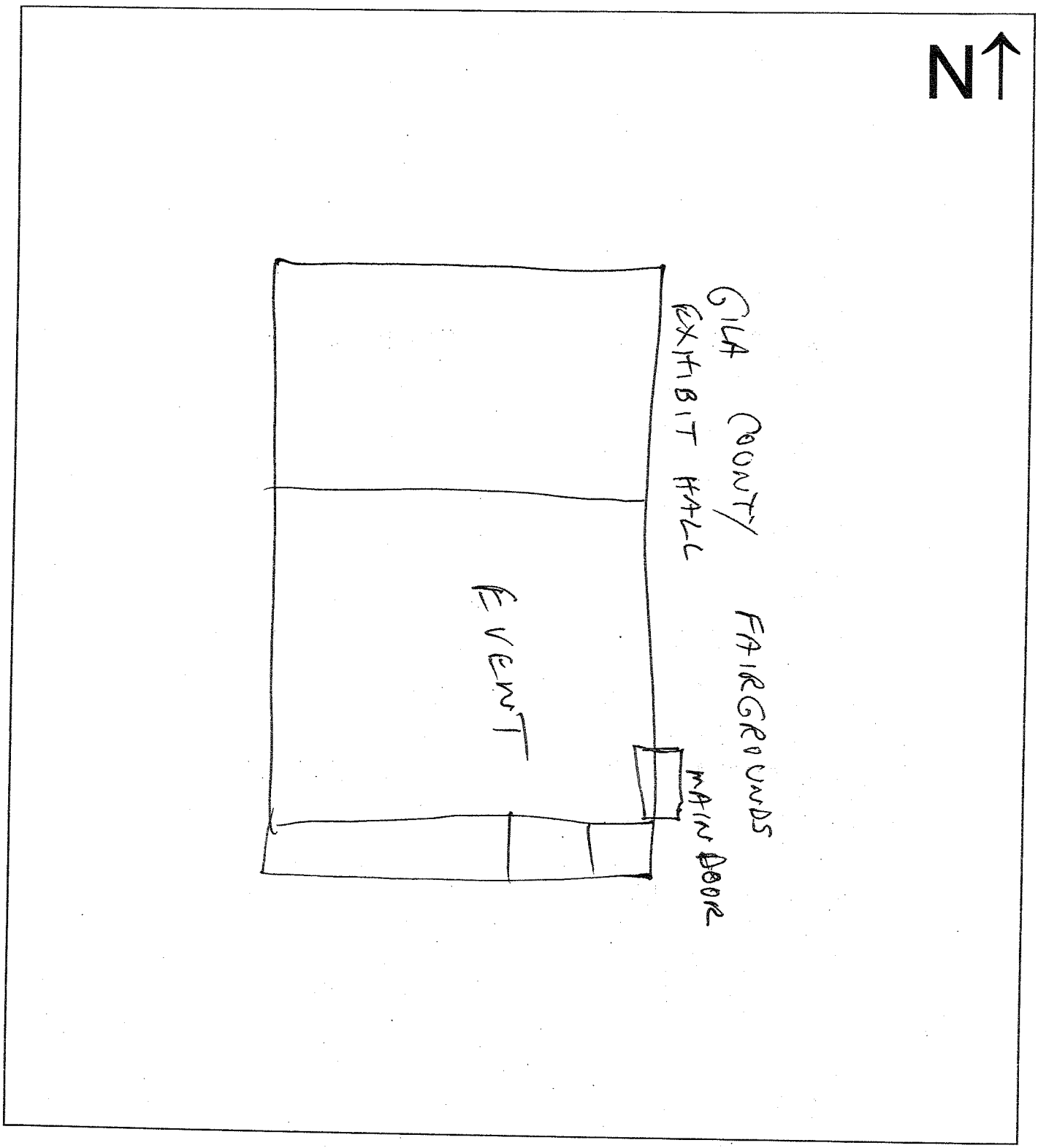
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

Name of Business ( ) Phone Number

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

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

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



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

18. I Neal D. Jonsen (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ (Signature) CEO (Title/Position) 8-31-2011 (Date) (928) 425-3261 (Phone #)

TAMMY L. MCPEAK
Notary Public - Arizona
Gila County
My Comm. Expires Jul 3, 2012

State of Arizona County of Gila

The foregoing instrument was acknowledged before me this 31st (Day) August (Month) 2011 (Year)

My Commission expires on: July 3, 2012 (Date) Tammy L McPeak (Signature of NOTARY PUBLIC)

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

19. I Ted J. Schaefer (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature)

OFFICIAL SEAL
KATHLEEN A. SPEER
Notary Public - State of Arizona
GILA COUNTY
My Comm. Expires May 12, 2012

State of ARIZONA County of GILA

The foregoing instrument was acknowledged before me this 31st (Day) AUGUST (Month) 2011 (Year)

My commission expires 5-12-12 (Date) Kathleen A. Speer (Signature of NOTARY PUBLIC) KATHLEEN A SPEER

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

ARF-824 **Consent Agenda Item 4- D**

Regular BOS Meeting

Meeting Date: 09/20/2011

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

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

GC Rodeo Committee Special Event Liquor License Application for September 23 & 24, 2011.

Background Information

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

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors approves the application, the Gila County Rodeo Committee will have used 4 days of the allowable 10 days to serve liquor at a special event in 2011. (The Board of Supervisors previously approved the dates of May 14 and 15 for 2011.)

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Fair Bull Riding event on September 23, 2011, and Gila County Ranch Rodeo on September 24, 2011.

Attachments

GC Rodeo Committee Special Event Liquor License Application

State of Arizona Department of Liquor Licenses and Control

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: Gila County Rodeo Committee
2. Non-Profit/I.R.S. Tax Exempt Number: 61 - 1658683 New number
3. The organization is a: (check one box only)
   - ☐ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☑ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? A Friday night Bull Ride and Ranch Rodeo Saturday.
5. Location of the event: Gila County Fairgrounds | Globe | Gila | 85502
   Address of physical location (Not P.O. Box) | City | County | Zip

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

6. **Applicant**: Brewer (Last) | Charles (First) | Olen (Middle) | 09/13/1947 (Date of Birth)
7. Applicant's Mailing Address: P.O. Box 804 (Street) | Globe (City) | Arizona (State) | 85502 (Zip)
8. Phone Numbers: (928) 5942 Site Owner # | (928) 200 - 1237 Applicant's Business # | (928) 200 - 1237 Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	9/23/2011	Friday	6:00 P.M.	12:00 P.M.
Day 2:	9/24/2011	Saturday	10:00 A.M.	4:00 P.M.
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

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

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

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

Name Gila County Rodeo Committee — 100% (Percentage)

Address P.O. Box 1538 Globe, Arizona 85502

Name _____ _____ (Percentage)

Address _____

(Attach additional sheet if necessary)

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

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

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

1 # Police ☑ Fencing
4 # Security personnel ☑ Barriers

_____

_____

_____

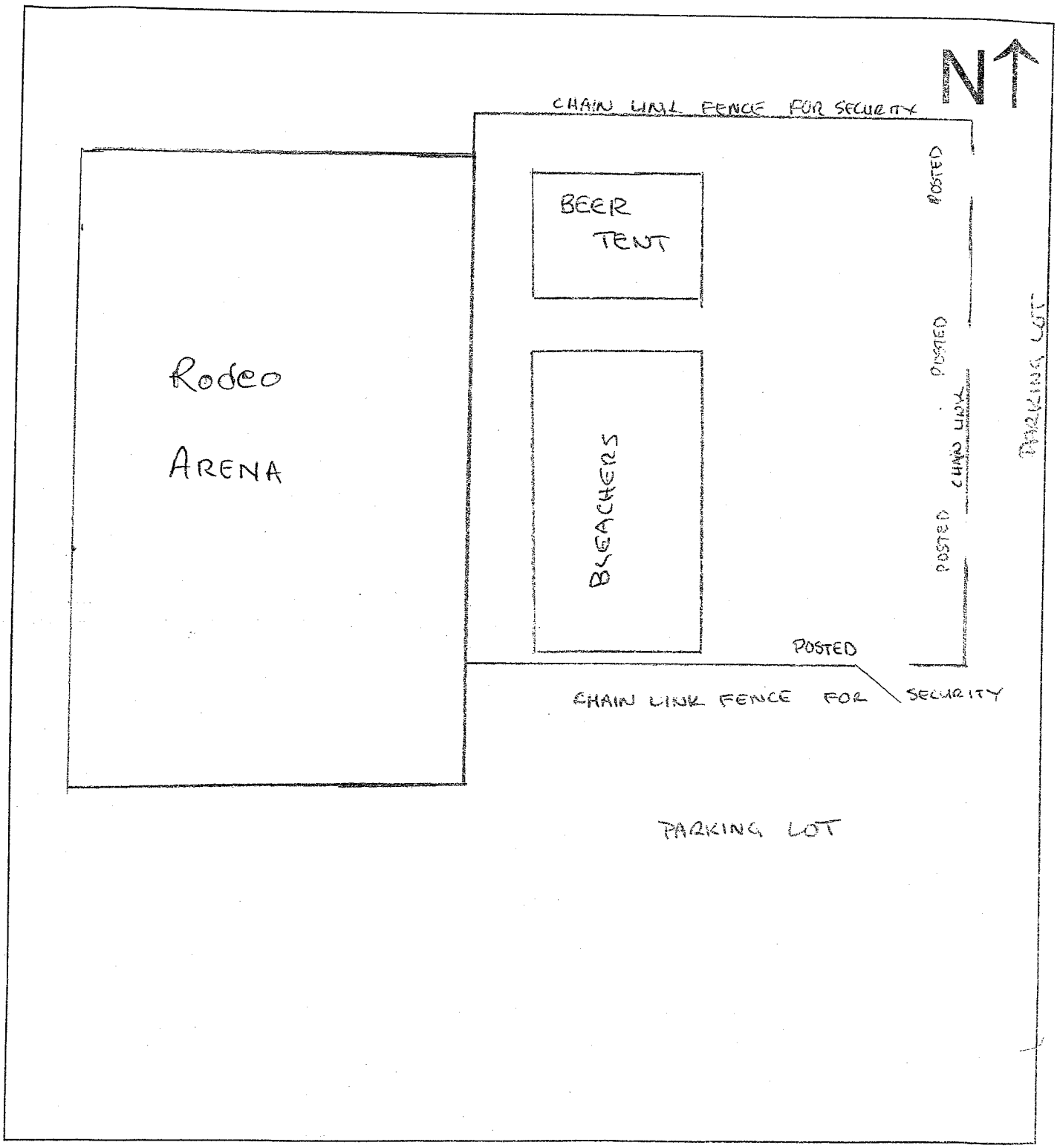
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☑ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ Name of Business ( ) _____ Phone Number

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

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

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



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

18. I, Charles Olen Brewer (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Charles O Brewer (Signature) President (Title/Position) 8/26/2011 (Date) (928) 200 - 1237 (Phone #)

MELVA ENDERS
Notary Public - Arizona
Gila County
My Comm. Expires Sep 11, 2011

State of Arizona County of Gila

The foregoing instrument was acknowledged before me this 26 (Day) August (Month) 2011 (Year)

My Commission expires on: 9/11/2011 (Date)

Melva Enders (Signature of NOTARY PUBLIC)

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

19. I, Charles Olen Brewer (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Charles O Brewer (Signature)

MELVA ENDERS
Notary Public - Arizona
Gila County
My Comm. Expires Sep 11, 2011

State of Arizona County of Gila

The foregoing instrument was acknowledged before me this 26 (Day) August (Month) 2011 (Year)

My commission expires on: 9/11/2011 (Date)

Melva Enders (Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

ARF-838 **Consent Agenda Item 4- E**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Joseph Heatherly	Submitted By:	Cassandra Villegas, Finance Department
Department:	Finance Department		
Fiscal Year:	2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	09/20/2011 - 10/20/2016	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:			

Information

Request/Subject

Finance Department Maintenance Agreement with Konica Minolta for the Konica Minolta Bizhub C-652 Copier

Background Information

On August 24, 2011, the Finance department purchased a Konica Minolta Bizhub C-652 copier from Konica Minolta. The maintenance agreement will cover full service of this copier by Konica Minolta.

Evaluation

The maintenance agreement for the Konica Minolta copier will cover parts, labor and supplies (excluding paper). The agreement will also include the drum, fuser, toner and developer.

Conclusion

The maintenance agreement will be in effect for a period of 60 months with an automatic renewal unless terminated by either party.

Recommendation

The Finance Department recommends that the Board of Supervisor's approve the agreement with Konica Minolta for maintenance of the Konica Minolta Bizhub C-652 copier for 60 month with an automatic renewal each year at a cost of $84.22 per month. Total cost is projected to be $1,010.65 per year.

Suggested Motion

Authorization of the Chairman's signature on a Maintenance Agreement between Gila County (Finance Department) and Konica Minolta for a Konica Minolta Bizhub C652 copier at a cost of $84.22 per month for unlimited copies for the period of September 20, 2011, to September 20, 2016, with an automatic renewal each year.

Attachments

Maintenance Agreement

Konica Minolta Business Solutions U.S.A., Inc.

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement

Sold To: (legal name)

Name: Gila County Account Number:

Address Line 1: Finance Department

Address Line 2: Joseph Heatherly

Street Address: 1400 East Ash Street

City: Globe State: AZ Zip: 85501

Ship To:

Name: Gila County Account Number:

Address Line 1: Finance Department

Address Line 2: Joseph Heatherly

Street Address: 1400 East Ash Street

City: Globe State: AZ Zip: 85501

Tax Exemption ☑ No ☐ Yes (Certificate required) Tax Exemption Number:

PO Required ☐ No ☑ Yes (Copy required) PO Number: PO Expiration Date:

Advantage CPC Maintenance Plan

Cost Per Copy

☑ With Supplies ☐ Without Supplies - Purchased Separately

Effective Date: 90 DAY WARRANTY

Billing for CPC contract: ☐ Monthly ☐ Quarterly ☑ Annually

Overages billed: ☐ Monthly ☑ Quarterly ☐ Annually

Contract Term (Months): ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☑ 60

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min $	Overage CPC
1			C	ZERO	ZERO	$ 0.02820	ZERO	$ 0.02820
	Bizhub C-652		B/W	Zero	ZERO		$ 84.22	
2			C					
			B/W				Annual BASE	Includes Toner
3			C				$1,010.65	Includes Staples
			B/W					Unlimited B&W
4			C					Flat Rate
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: Tommie C. Martin (Please Print)

Signature: 9/20/2011 (Authorized Representative of Customer / Date)

Title: Chairman, Board of Supervisor

KMBS Representative: Jay W. Douglas 9/21/11 (Date)

KMBS Manager: Gordon C. Ward 9/21/11 (Date)

FOR INTERNAL USE

☐ New Customer ☑ Maintenance w/ Equipment Order ☐ Maintenance Only ☐ Maintenance Billed by KMBS ☐ Maintenance Billed by Lease Company ☐ Dealer Serviced

PE #: 825104-R072711 Agreement #: 40038415 Customer Code 1:

Promotion #: Price Plan #: 10i-KMBS-0127 Customer Code 2:

Subfleet #: Customer Code 3:

Key Operator Contact: Phone: Email Addr:

Meter Read Contact: Phone: Email Addr:

Accounts Payable Contact: Phone: Email Addr:

Special Instructions:

Additional Documents Attached: ☑ Price Exception ☐ Tax Exempt Certificate ☑ Purchase Order ☐ Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Order Taking:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Servicing:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us

Contract Processed: ☑ Windsor, CT ☐ Branch (Branch Name)

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to of acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each "8 ½ x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplexed copies For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" - 5 clicks.

3. **SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is paced in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement This service, when requested, will be at the then billable rate of KMBS.

4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS
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maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. **SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, it this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 pm., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. **vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis).

9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not

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KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS
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continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. **AUTOMATIC RENEWAL:** Intentionally deleted.

12. **ESCALATION:** Intentionally deleted.

13. **EARLY TERMINATION CHARGE**: In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

14. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA In providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

15. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

18. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE. THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all roses and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona, consents to jurisdiction in that forum.

21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

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SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

22. **WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, Shari in no way he considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement snail be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

23. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

24. **SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in http://kmbs.konicaminolta.us Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

25. **ENTIRE AGREEMENT**: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

26. **DIGITAL SUPPORT SERVICE (DSS):** It this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. and 6:00 p.m., Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network / computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis. The monthly rate for DSS is $10 per serial number.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011

Date

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**

KONICA MINOLTA:

Jay W. Douglas

Individual Authorized to Sign

Jay W. Douglas

Print Name

KMBS Representative

Title

9/7/11

Date

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, Chairman

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas

Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/2/2011
Date

ARF-837 **Consent Agenda Item 4- F**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For: Berthan DeNero Submitted By: Cassandra Villegas, Finance Department

Department: Human Resources

Fiscal Year:	2012-2012	Budgeted?:	Yes
Contract Dates Begin & End:	09/20/2012 - 10/20/2015	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Presenter's Name:

Information

Request/Subject

Human Resources Finance/Ownership Contract with Baystone Financial Group for a Konica Minolta Copier

Background Information

Human Resources currently has a Panasonic DP-2330 copier that the lease agreement has ended as of June 30, 2011.

Evaluation

Due to the age of the copier the Human Resource Department is trying to avoid downtime in the office by upgrading to a new copier.

Conclusion

By using the Mohave Contract 10i-KMBS-0127 the Human Resource Department will be able to lease a high quality copier at a very low cost to the County.

Recommendation

The Human Resource Department recommends that the Board of Supervisors approve the finance/ownership contract with Baystone Financial Group for the 36 month lease of a Konica Minolta biz hub 223 copier using the Mohave Contract 10i-KMBS-0127.

Suggested Motion

Authorization of the Chairman's signature on the following documents between Gila County (Human Resources Department) and Konica Minolta (all contracts through Mohave Contract 10i-KMBS-0127) for a 36-month lease on a Konica Minolta Bizhub 223 copier: 1) Master Purchase Agreement at a cost of $72.30 per month and a Schedule A KMBS Modified Sales Terms and Condition totaling $2,104.00 for the duration of 36 months; 2) KMBS CPC Service & Maintenance Agreement at a cost of $0.00950 per copy; said contracts to be effective upon County receipt of equipment.

Attachments

Master Purchase Agreement/Maintenance Agreement

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

Master Purchase Agreement

Check Applicable Box ☐ Purchase ☑ Lease ☐ Other: Baystone Financial

INVOICE TO	Account #	SOLD TO	Account #	SHIP TO	Account #
Legal Name	Baystone Financial Group	Legal Name	Gila County	Legal Name	Gila County
Attn Line 1	AKA Kansas State Bank Manhattan	Attn Line 1	Personnel / Human Resources	Attn Line 1	Personnel / Human Resources
Attn Line 2	Suite 218	Attn Line 2	Birdie DeNero: Director	Attn Line 2	Birdie DeNero: Director
Street Address	5225 N. Central Ave.	Street Address	1400 East Ash Street	Street Address	1400 East Ash Street
City Phoenix	State AZ Zip 85012	City Globe	State AZ Zip 85501	City Globe	State AZ Zip 85501

Tax Exempt ☑ No ☐ Yes (Copy Required) Tax Exempt # _____

P.O. Required ☐ No ☑ Yes (Copy Required) P.O. # P.O. Expiration Date

Payment Terms: Lease $72.30 per month Net 30

Credit Card — Card Type _____ Name on Card _____ Authorized Credit Card Amount: _____ (plus applicable taxes) Credit Card # Expiration Date

Check — Amount Check #

Requested Delivery Date: 9/29/2011

Maintenance Contract ☑ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
		36 Month Lease			
1	A1UG011	bizhub 223	0.031437	$ 1,109.00	$ 1,109.00
1	A143WY1	Auto Doc Feeder DF-621	2299.672	$ 394.00	$ 394.00
1	A1V4WY4	DK-508 Copy Desk	72.29478866	$ 98.00	$ 98.00
1	A22M011	FAX KIT		$ 359.00	$ 359.00
1	A2A0WY0	Fax Bracket Mount Kit		$ 37.00	$ 37.00
1	7640001107	D5143NT Power Filter (120 volt, 20 Amps,)		$ 79.00	$ 79.00
1	A0W4WY1	WT-506 Working table surface		$ 28.00	$ 28.00
	36 Month Lease	MESC Contract # 10i-KMBS-0127	Baystone Financial Contract 10i-BFG-0126	MESC contract Number	
	$72.30 per month				
	This is POST TAX				

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
1	A202031	Black Toner TN-217	N/A		
			N/A		
			N/A		
			N/A		
		DELIVERY CHARGE	N/A		
		INSTALLATION CHARGE	N/A		

Additional Charges:

☐ Network _____ ☐ Removal _____ ☐ Other _____

Additional Charges

TOTAL $ 2,104.00

(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:** SAME AS DELIVERY

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments

This agreement incorporates Schedule A KMBS Modified Sales Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name Tommie C. Martin
Please Print

Signature _____ 09/20/2011
Authorized Representative of Customer Date

Title Chairman, Board of Supervisor

KMBS Representative _____ Date 9/7/11

KMBS Manager _____ Date

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions shall apply should the Customer elect to purchase equipment outright:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.

3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.

4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona consents to jurisdiction in that forum.

6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

7. **SEVERABILITY**: If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.

9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.

10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

11. **ASSIGNMENT**: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT**: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

14. **ENTIRE AGREEMENT**: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas
Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

Konica Minolta Business Solutions U.S.A., Inc.

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement

Sold To: (legal name)

Name: Gila County Account Number:

Address Line 1: Personnel / Human Resources

Address Line 2: Birdie DeNero

Street Address: 1400 East Ash Street

City: Globe State: AZ Zip: 85501

Ship To:

Name: Gila County Account Number:

Address Line 1: Personnel / Human Resources

Address Line 2: Birdie DeNero

Street Address: 1400 East Ash Street

City: Globe State: AZ Zip: 85501

Tax Exemption ☑ No ☐ Yes (Certificate required)

Tax Exemption Number:

PO Required ☐ No ☑ Yes (Copy required)

PO Number: PO Expiration Date:

Advantage CPC Maintenance Plan

Cost Per Copy

☑ With Supplies ☐ Without Supplies - Purchased Separately

Effective Date:

Billing for CPC contract: ☐ Monthly ☐ Quarterly ☑ Annually

Overages billed: ☐ Monthly ☑ Quarterly ☐ Annually

Contract Term (Months): ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☑ 60

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min $	Overage CPC
1			C					
	Bizhub 223		B/W	Zero	1500	$ 0.00950	$ 14.25	$ 0.00950
2			C					
			B/W					Includes Toner
3			C		Annual BASE		Annual BASE	Includes Staples
			B/W		18000		$171.00	CPC Service
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: Tommie C. Martin
Please Print

Signature: 09/20/2011
Authorized Representative of Customer Date

Title: Chairman, Board of Supervisor

KMBS Representative: 9/7/11
Date

KMBS Manager:
Date

FOR INTERNAL USE

☐ New Customer ☑ Maintenance w/ Equipment Order ☐ Maintenance Only ☐ Maintenance Billed by KMBS ☐ Maintenance Billed by Lease Company ☐ Dealer Serviced

PE #: 825104-R072711 Agreement #: 40038415 Customer Code 1:

Promotion #: Price Plan #: 10i-KMBS-0127 Customer Code 2:

Subfleet #: Customer Code 3:

Key Operator Contact:	Birdie DeNero	Phone:	(928) 402-8722	Email Addr:	bdenero@co.gila.az.us
Meter Read Contact:	Birdie DeNero	Phone:	(928) 402-8722	Email Addr:	bdenero@co.gila.az.us
Accounts Payable Contact:	Birdie DeNero	Phone:	(928) 402-8722	Email Addr:	bdenero@co.gila.az.us

Special Instructions:

Additional Documents Attached:
☑ Price Exception ☐ Tax Exempt Certificate
☑ Purchase Order ☐ Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Order Taking:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Servicing:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us

Contract Processed: ☑ Windsor, CT ☐ Branch (Branch Name)

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to of acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each "8 ½ x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplexed copies For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" - 5 clicks.

3. **SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is paced in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement This service, when requested, will be at the then billable rate of KMBS.

4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. **SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, it this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 pm., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. **vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis).

9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. **AUTOMATIC RENEWAL:** Intentionally deleted.

12. **ESCALATION:** Intentionally deleted.

13. **EARLY TERMINATION CHARGE**: In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

14. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA In providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

15. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

18. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE. THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all roses and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona, consents to jurisdiction in that forum.

21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

22. **WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, Shari in no way he considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement snail be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

23. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

24. **SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in http://kmbs.konicaminolta.us Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

25. **ENTIRE AGREEMENT**: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

26. **DIGITAL SUPPORT SERVICE (DSS):** It this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. and 6:00 p.m., Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network / computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis. The monthly rate for DSS is $10 per serial number.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas

Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas

Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

ARF-830 **Consent Agenda Item 4- G**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Kendall Rhyne	Submitted By:	Cassandra Villegas, Finance Department
Department:	Superior Court	Division:	Probation Department
Fiscal Year:	2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	09/20/2011 to 10/20/2014	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:			

Information

Request/Subject

Probation Finance/Ownership Contract with Baystone Financial Group for a Konica Minolta Copier

Background Information

The Probation Department currently has three Panasonic copiers (2) DP-8060 model and (1) DP-C354 model that the lease agreement has ended as of June 30, 2011. Two copiers are located in the Globe Probation office and one in the Payson Probation office.

Evaluation

Due to the age of the copiers the Probation Department is trying to avoid downtime in the office by upgrading to new copiers.

Conclusion

By using the Mohave Contract 10i-KMBS-0127 the Probation Department will be able to lease a high quality copier at a very low cost to the County.

Recommendation

The Probation Department recommends that the Board of Supervisors approve the finance/ownership contract with Baystone Financial Group for the 36 month lease of three Konica Minolta Copiers (2) Bizhub C552DS model and (1) Bizhub552 using the Mohave Contract Number 10i-KMBS-0127.

Suggested Motion

Authorization of the Chairman's signature on the following documents between Gila County (Probation Department) and Konica Minolta (all contracts through Mohave Contract 10i-KMBS-0127) for a 36-month lease for 2 Konica Minolta Bizhub C552DS copiers and 1 Bizhub 552DS copier: 1) Formal Proposal; 2) Master Purchase Agreement at a cost of $226.20 per month for each Bizhub C552DS copier and Schedule A KMBS Modified Sales Terms and Conditions totalling $13,166.00 for the duration of 36 months; 3) Master Purchase Agreement at a cost of $188.13 per month

and a Schedule A KMBS Modified Sales Terms and Conditions for 1 BIzhub 552DS copier totaling $5,475.00 for the duration of 36 months; 4) KMBS CPC Service & Maintenance Agreement at a cost of $0.02720 per copy for color and $0.00530 for black and white on 2 Bizhub C552DS copiers and $0.00550 per black & white copy for 1 Bizhub 552DS copier; and 5) Government Obligation Contract between Gila County and Kansas State Bank of Manhattan; said contracts to be effective upon County receipt of equipment.

Attachments

Formal Proposal

Government Obligation Contract

Master Purchase Agreement/Maintenance Agreement

Master Purchase Agreement/Maintenance Agreement

Master Purchase Agreement/Maintenance Agreement

BAYSTONE FINANCIAL GROUP

Together, we keep communities running.

August 19, 2011

Formal Proposal

OBLIGOR: **GILA COUNTY**

- ✓ This is a finance/ownership contract.
- ✓ Fixed interest rate for the Three (3) Year term.

EQUIPMENT: **NEW COPIERS**

Acquisition Cost:	$20,745.00	**Term:**	Three (3) Years	**First Payment Due:**	At Closing
Sales Tax:	$1,929.29	**Payment Mode:**	Monthly in Advance	**Payment Amount:**	$712.81
Trade In:	$0.00	**Interest Rate:**	8.710%		
Principal Balance:	$22,674.29	**Rate Factor:**	0.031437		

- The copier equipment must be under a service contract for a period of time that at least matches or exceeds the contract purchase term.
- This transaction must be credit approved, documents properly executed and returned to Baystone Financial Group and the transaction funded on ALL proposals on or before September 18, 2011. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- Obligor's total amount of tax-exempt debt to be issued in this calendar year will not exceed the $10,000,000 limit.
- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.

BAYSTONE FINANCIAL GROUP	GILA COUNTY
William Bauman	Signature:
Vice President	Typed Name & Title: Tommie C. Martin, Chairman
	Date: 09/20/2011

5225 N Central Avenue, Suite 218, Phoenix, AZ 85012
Local: (602) 650-1184 Toll Free: 888-345-0071 Fax: (602) 650-1194
wbauman@bfgfinancial.net
www.baystone.net

GOVERNMENT OBLIGATION CONTRACT

Obligor:
Gila County
1400 East Ash Street
Globe, Arizona 85501

Obligee:
Kansas State Bank of Manhattan
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of September 2, 2011

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit "A" to Obligor and Obligor desires to finance the purchase of the Equipment from Obligee subject to the terms and conditions of this Contract which are set forth below.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Budget Year" means the Obligor's fiscal year.
"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
"Contract" means this Government Obligation Contract, all Exhibits, and all documents relied upon by Obligee prior to execution of this Contract.
"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit "B".
"Contract Term" means the Original Term and all Renewal Terms.
"Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements.
"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations of on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
"Obligee" means the entity originally listed above as Obligee or any of its assignees.
"Obligor" means the entity listed above as Obligor and which is financing the Equipment from Obligee under the provisions of this Contract.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year.
"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01. Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees: (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") . Obligor is authorized under the Constitution and laws of the State to enter into this Contract, and has used such authority to properly execute and deliver this Contract. Obligor has followed all proper procedures of its governing body in executing this Contract. The Officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms. (b) Obligor shall use the Equipment only for essential, traditional government purposes. (c) Obligor has never non-appropriated funds under an Contract similar to this Contract. (d) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose. (e) Upon request by Obligee, Obligor will provide Obligee with current financial statements. (f) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01. Acquisition. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Section 3.02. Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. The Contract Payments will be payable without notice or demand. Section 3.03. Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE. Section 3.04. Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor. Section 3.05. Contract Term. The Contract Term of the Contract shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract, then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term. Section 3.06. Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor shall have the option to non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor chooses this option, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

V. Insurance, Damage, Insufficiency of Proceeds, Indemnification

Section 5.01. Insurance. Obligor shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment. (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee. (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage. (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees

are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term. Section 5.02. Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof. Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee. Section 5.04. Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) incurred by or asserted against Obligee that relate to or arise our of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. To the extent permitted under State law, title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In either of such events, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee. Section 6.02. Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A". Furthermore, Obligor agrees that any and all Equipment listed on any other Exhibit A, whether prior to or subsequent hereto, secures all obligations, debts and liabilities of every kind and character, plus interest thereon, whether now existing or hereafter arising. Obligor agrees that any Equipment listed on Exhibit "A" will remain personal property and will not become a fixture even if attached to real property. The security interest established by this section includes not only additions, attachments, repairs and replacements, to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder.

VII. Assignment

Section 7.01. Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment.

VIII. Maintenance of Equipment

Section 8.01. Obligor shall keep the Equipment in good repair and working order. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not during the term of this Contract create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Contract. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. The Equipment is and shall at all times be and remain personal property. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" under this Contract: (a) Failure by Obligor to pay any Contract Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B". (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate. (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above. (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract. (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee. (f) Except as provided in Section 4.01 above. Obligor admits in writing its inability to pay its obligations. Obligor defaults on one or more of its other obligations. Obligor applies or consents to the appointment of a receiver to manage its affairs or makes a general assignment for the benefit of creditors. Section 9.02. Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps: (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable. (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Obligor fails to deliver the Equipment, Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for cost incurred. Notwithstanding that Obligee has taken possession of the Equipment, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment caused by Obligor or its employees or agents. (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees. Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof. Section 9.04. Return of Equipment and Storage. (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment to the Obligee in the event of a default or a non-appropriation by delivering the Equipment to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligees request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto. (b) Delivery: The Equipment shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment. (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing. (d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing. Section 10.02. Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns. Section 10.03. Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Section 10.04. Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written Contract duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to charge Obligor a fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification. Section 10.05. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Section 10.06. Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract. Section 10.07. Entire Writing. This

Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Contracts, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract or the Equipment financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract. Section 10.08. Ariz. Rev. Stat. Section 38-511. Pursuant to Arizona Revised Statutes Section 38-511, as applicable, the provisions which are incorporated herein by reference, this Contract, and any of its Schedules and Exhibits, is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract and any of its Schedules and Exhibits on behalf of Obligor either is, at any time while the Contract or any Schedule or Exhibit is in effect, an employee or agent of any other party to this Contract and any of its Schedules and Exhibits in any capacity or a consultant to any other party to this Contract and any of its Schedules and Exhibits with respect to the subject matter of this Contract or any of its Schedules or Exhibits.

Section 10.09. Arizona Immigration Law Compliance. Obligee hereby represents and warrants that Obligee complies with the federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A). A breach of this warranty shall be deemed a material breach of this Contract, subject to penalties up to and including termination of this Contract by the Obligor, in its sole discretion. Subject to reasonable prior written notice, Obligor retains the legal right to inspect the papers of any Obligee or subcontractor employee who works on the Contract to ensure compliance with this warranty.

Section 10.10. Sudan/Iran Business. In accordance with Arizona Revised Statutes Sections 35-391.06 and 35-393.06, Obligee certifies that Obligee does not have scrutinized business operations in either Iran or the Sudan.

Section 10.11. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

Section 10.12. Mohave Educational Cooperative Services. The Obligee currently holds a contract with Mohave Educational Cooperative Services ("Mohave"). Mohave is a not-for-profit corporation providing public procurement services pursuant to A.R.S. Section 11-952 and A.R.S. Section 41-2632. Mohave is governed under Title 10 of the Arizona Revised Statutes. The contract that Obligee has with Mohave allows the Obligor to finance the purchase of the Equipment in accordance with Arizona law. The contract that Obligee has with Mohave also requires the Obligee to include certain provisions as a part of this Contract. The specific provisions are (1) that the Contract shall be in compliance with the UCC and there can be no blanket waivers of the UCC provisions, (2) there must be a non-appropriation clause, (3) that there be no invoicing or collecting of property tax to a school on financed property, (4) that there be no waiver of a jury trial or mandatory binding arbitration, (5) that the laws of the State of Arizona shall govern the Contract, (6) that the Contract cannot require upfront payment by a Mohave member when purchase order is placed and that (7) this Contract cannot contain "auto-renewal" language. Obligee and Obligor hereby represent that, notwithstanding any other provisions in this Contract, the provisions contained in this Section as required by Mohave will be binding to Obligee and Obligor.

Acceptance of Equipment Certification. **By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.**

Resolution and Authorization. **By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any escrow Contract) necessary to the consummation of the transaction contemplated by the Contract.**

GILA COUNTY

By: _____

Typed Name and Title: Tommie C. Martin, Chairman Board of Supervisor

Attested By: _____

Typed Name and Title: Marian Sheppard, Chief Deputy Clerk of Board

APPROVED AS TO FORM:

_____

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

KANSAS STATE BANK OF MANHATTAN

By: Marsha Jarvis

Typed Name and Title: Marsha Jarvis, Vice President

EXHIBIT A – DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of September 2, 2011, between Kansas State Bank of Manhattan (Obligee) and Gila County (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) New BH 552 Copier, SN: _____, Two (2) New BH C-552 Copiers, SN: _____

& _____ and One (1) New BH 223 Copier, SN: _____

Physical Address of Equipment after Delivery: Payson Probation 714 S. Beeline Hwy Payson, AZ 85541 (Bizhub C552DS)
Globe Probation 1100 E. Monroe St. Globe, AZ 85501 (Bizhub C552DS & Bizhub 552)
Human Resource 1400 E. Ash St. Globe, AZ 85501 (Bizhub 223)

EXHIBIT B –PAYMENT SCHEDULE

Date of First Payment:	At Closing
Original Balance:	$22,674.29
Total Number of Payments:	Thirty-Six (36)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	$712.81	$0.00	$712.81	Not Available
2	15-Oct-11	$712.81	$159.41	$553.40	Not Available
3	15-Nov-11	$712.81	$155.39	$557.42	$22,370.17
4	15-Dec-11	$712.81	$151.35	$561.46	$21,724.10
5	15-Jan-12	$712.81	$147.27	$565.54	$21,076.10
6	15-Feb-12	$712.81	$143.17	$569.64	$20,426.17
7	15-Mar-12	$712.81	$139.03	$573.78	$19,774.30
8	15-Apr-12	$712.81	$134.87	$577.94	$19,120.48
9	15-May-12	$712.81	$130.67	$582.14	$18,464.71
10	15-Jun-12	$712.81	$126.45	$586.36	$17,806.99
11	15-Jul-12	$712.81	$122.19	$590.62	$17,147.30
12	15-Aug-12	$712.81	$117.90	$594.91	$16,485.65
13	15-Sep-12	$712.81	$113.59	$599.22	$15,822.02
14	15-Oct-12	$712.81	$109.24	$603.57	$15,156.41
15	15-Nov-12	$712.81	$104.85	$607.96	$14,488.82
16	15-Dec-12	$712.81	$100.44	$612.37	$13,819.23
17	15-Jan-13	$712.81	$96.00	$616.81	$13,147.65
18	15-Feb-13	$712.81	$91.52	$621.29	$12,474.06
19	15-Mar-13	$712.81	$87.01	$625.80	$11,798.46
20	15-Apr-13	$712.81	$82.47	$630.34	$11,120.85
21	15-May-13	$712.81	$77.89	$634.92	$10,441.22
22	15-Jun-13	$712.81	$73.28	$639.53	$9,759.56
23	15-Jul-13	$712.81	$68.64	$644.17	$9,075.87
24	15-Aug-13	$712.81	$63.97	$648.84	$8,390.14
25	15-Sep-13	$712.81	$59.26	$653.55	$7,702.36
26	15-Oct-13	$712.81	$54.51	$658.30	$7,012.53
27	15-Nov-13	$712.81	$49.73	$663.08	$6,320.64
28	15-Dec-13	$712.81	$44.92	$667.89	$5,626.69
29	15-Jan-14	$712.81	$40.07	$672.74	$4,930.67
30	15-Feb-14	$712.81	$35.19	$677.62	$4,232.57

EXHIBIT B – PAYMENT SCHEDULE
(Continued)

RE: Government Obligation Contract dated as of September 2, 2011, between Kansas State Bank of Manhattan (Obligee) and Gila County (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
31	15-Mar-14	$712.81	$30.27	$682.54	$3,532.39
32	15-Apr-14	$712.81	$25.32	$687.49	$2,830.12
33	15-May-14	$712.81	$20.33	$692.48	$2,125.75
34	15-Jun-14	$712.81	$15.30	$697.51	$1,419.28
35	15-Jul-14	$712.81	$10.24	$702.57	$710.70
36	15-Aug-14	$712.81	$5.13	$707.68	$0.00

GILA COUNTY

By: _____

Typed Name and Title: Tommie C. Martin, Chairman
Gila County Board of Supervisor

**Assumes all Contract Payments due to date are paid*

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

Master Purchase Agreement

Check Applicable Box ☐ Purchase ☑ Lease ☐ Other: Baystone Financial

INVOICE TO	Account #	SOLD TO	Account #	SHIP TO	Account #
Legal Name	Baystone Financial Group	Legal Name	Gila County Probation	Legal Name	Gila County Probation
Attn Line 1	AKA Kansas State Bank Manhattan	Attn Line 1	Sylvia Hernandez	Attn Line 1	Sylvia Hernandez
Attn Line 2	Suite 218	Attn Line 2	Suite 200	Attn Line 2	Suite 200
Street Address	5225 N. Central Ave.	Street Address	1100 E. Monroe Street	Street Address	1100 E. Monroe Street
City Phoenix	State AZ Zip 85012	City Globe	State AZ Zip 85501	City Globe	State AZ Zip 85501

Tax Exempt ☑ No ☐ Yes (Copy Required) Tax Exempt # _____

P.O. Required ☐ No ☑ Yes (Copy Required) P.O. # _____ P.O. Expiration Date _____

Payment Terms: Lease $226.20 per month Net 30

Credit Card: Card Type _____ Name on Card _____ Authorized Credit Card Amount: _____ (plus applicable taxes) Credit Card # _____ Expiration Date _____

Check: Amount _____ Check # _____

Requested Delivery Date: 9/29/2011 **Maintenance Contract** ☑ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
		36 month Lease			
1	A1DN011	bizhub C-552DS Dual Scan	0.031437	$ 5,218.00	$ 5,218.00
1	A03N0Y1	LU-301 Large Capacity Unit (3,000/Letter)	7195.219	$ 512.00	$ 512.00
1	A0HRWY2	FS-527 Finisher (50 sheet)	226.1960997	$ 583.00	$ 583.00
1	A10EW11	PK-517 Punch Kit (2/3 Holes) for FS-527		$ 163.00	$ 163.00
1	A0W4WY1	WT-506 Working Table		$ 28.00	$ 28.00
1	7640001107	D5143NT Power Filter (120 volt, 20 Amps,)		$ 79.00	$ 79.00
	36 month Lease				
	$452.39 per month	MESC Contract # 10i-KMBS-0127	Baystone Financial Contract 10i-BFG-0126	MESC contract Number	
	This is Post Tax				
1	14YK	SK-602 Staples for the FS-527 (3 X 5000)			$ -

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
1	AOTM130	Black Toner	N/A		
1	AOTM430	Cyan Toner	N/A		
1	AOTM330	Magenta Toner	N/A		
1	AOTM230	Yellow Toner	N/A		
		DELIVERY CHARGE	N/A		
		INSTALLATION CHARGE	N/A		

Additional Charges: ☐ Network _____ ☐ Removal _____ ☐ Other _____

Additional Charges _____

TOTAL $ 6,583.00

(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:** SAME AS DELIVERY

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments

This agreement incorporates Schedule A KMBS Modified Sales Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name Tommie C. Martin (Please Print)

Signature _____ 09/20/2011 (Authorized Representative of Customer / Date)

Title Chairman, Board of Supervisor

KMBS Representative _____ 9/7/11 (Date)

KMBS Manager _____ (Date)

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions shall apply should the Customer elect to purchase equipment outright:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.

3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.

4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona consents to jurisdiction in that forum.

6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

7. **SEVERABILITY**: If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.

9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.

10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

11. **ASSIGNMENT**: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT**: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

14. **ENTIRE AGREEMENT**: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas
Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

Konica Minolta Business Solutions U.S.A., Inc.

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement

Sold To: (legal name)

Name: Gila County Probation Account Number:

Address Line 1: Sylvia Hernandez

Address Line 2: Suite 200

Street Address: 1100 E. Monroe Street

City: Globe State: AZ Zip: 85501

Ship To:

Name: Gila County Probation Account Number:

Address Line 1: Sylvia Hernandez or Anita Zaragoza

Address Line 2: Suite 200

Street Address: 1100 E. Monroe Street

City: Globe State: AZ Zip: 85501

Tax Exemption ☑ No ☐ Yes (Certificate required)

Tax Exemption Number:

PO Required ☐ No ☑ Yes (Copy required)

PO Number: PO Expiration Date:

Advantage CPC Maintenance Plan

Cost Per Copy

☑ With Supplies ☐ Without Supplies - Purchased Separately

Effective Date:

Billing for CPC contract: ☐ Monthly ☐ Quarterly ☑ Annually

Overages billed: ☐ Monthly ☑ Quarterly ☐ Annually

Contract Term (Months): ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☑ 60

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min $	Overage CPC
1			C	ZERO	ZERO	$ 0.02720	ZERO	$ 0.02720
	Bizhub C-552		B/W	ZERO	6000	$ 0.00530	$ 31.80	Includes Toner
2			C				Annual BASE	Includes Staples
			B/W				$381.60	CPC Service
3			C					
			B/W					
4			C					
			B/W					
5			C			N/A		Includes Toner
	Bizhub 552		B/W	ZERO	2500	$ 0.00550	$ 13.75	Includes Staples
6			C				$ -	CPC Service
			B/W				$ 165.00	$ -

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: Tommie C. Martin (Please Print)

Signature: 09/20/2011 (Authorized Representative of Customer / Date)

Title: Chairman, Board of Supervisor

KMBS Representative: Jay W. Douglas 9/7/11 (Date)

KMBS Manager: (Date)

FOR INTERNAL USE

☐ New Customer ☑ Maintenance w/ Equipment Order ☐ Maintenance Only ☐ Maintenance Billed by KMBS ☐ Maintenance Billed by Lease Company ☐ Dealer Serviced

PE #: 825104-R072711 Agreement #: 40038415 Customer Code 1:

Promotion #: Price Plan #: 10i-KMBS-0127 Customer Code 2:

Subfleet #: Customer Code 3:

Key Operator Contact:	Anita Zaragoza	Phone:		Email Addr:	azaragoz@courts.az.gov
Meter Read Contact:	Anita Zaragoza	Phone:		Email Addr:	azaragoz@courts.az.gov
Accounts Payable Contact:	Sylvia Hernandez	Phone:		Email Addr:	shernand@courts.az.gov

Special Instructions:

Additional Documents Attached:
☑ Price Exception ☐ Tax Exempt Certificate
☑ Purchase Order ☐ Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Order Taking:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Servicing:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us

Contract Processed: ☑ Windsor, CT ☐ Branch (Branch Name)

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to of acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each "8 ½ x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplexed copies For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" - 5 clicks.

3. **SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is paced in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement This service, when requested, will be at the then billable rate of KMBS.

4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. **SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, it this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 pm., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. **vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis).

9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. **AUTOMATIC RENEWAL:** Intentionally deleted.

12. **ESCALATION:** Intentionally deleted.

13. **EARLY TERMINATION CHARGE**: In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

14. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA In providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

15. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

18. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE. THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all roses and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona, consents to jurisdiction in that forum.

21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

22. **WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, Shari in no way he considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement snail be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

23. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

24. **SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in http://kmbs.konicaminolta.us Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

25. **ENTIRE AGREEMENT**: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

26. **DIGITAL SUPPORT SERVICE (DSS):** It this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. and 6:00 p.m., Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network / computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis. The monthly rate for DSS is $10 per serial number.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____
Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

_____
Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas

Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

Master Purchase Agreement

Check Applicable Box ☐ Purchase ☑ Lease ☐ Other: Baystone Financial

INVOICE TO	Account #	SOLD TO	Account #	SHIP TO	Account #
Legal Name	Baystone Financial Group	Legal Name	Gila County Probation	Legal Name	Gila County Probation
Attn Line 1	AKA Kansas State Bank Manhattan	Attn Line 1	Sylvia Hernandez	Attn Line 1	
Attn Line 2	Suite 218	Attn Line 2	Suite 200	Attn Line 2	
Street Address	5225 N. Central Ave.	Street Address	1100 E. Monroe Street	Street Address	714 S. Beeline Hwy
City	Phoenix	City	Globe	City	Payson
State	AZ	State	AZ	State	AZ
Zip	85012	Zip	85501	Zip	85541

Tax Exempt ☑ No ☐ Yes (Copy Required) Tax Exempt #

P.O. Required ☐ No ☑ Yes (Copy Required) P.O. # P.O. Expiration Date

Payment Terms: Lease $226.20 per month Net 30

Credit Card: Card Type ____ Name on Card ____ Authorized Credit Card Amount: ____ (plus applicable taxes) Credit Card # Expiration Date

Check: Amount Check #

Requested Delivery Date: 9/29/2011

Maintenance Contract ☑ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
		36 month Lease			
1	A1DN011	bizhub C-552DS Dual Scan	0.031437	$ 5,218.00	$ 5,218.00
1	A03N0Y1	LU-301 Large Capacity Unit (3,000/Letter)	7195.219	$ 512.00	$ 512.00
1	A0HRWY2	FS-527 Finisher (50 sheet)	226.1960997	$ 583.00	$ 583.00
1	A10EW11	PK-517 Punch Kit (2/3 Holes) for FS-527		$ 163.00	$ 163.00
1	A0W4WY1	WT-506 Working Table		$ 28.00	$ 28.00
1	7640001107	D5143NT Power Filter (120 volt, 20 Amps,)		$ 79.00	$ 79.00
	36 month Lease				
	$452.39 per month	MESC Contract # 10i-KMBS-0127	Baystone Financial Contract 10i-BFG-0126	MESC contract Number	
	This is Post Tax				
1	14YK	SK-602 Staples for the FS-527 (3 X 5000)			$ -

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
1	AOTM130	Black Toner	N/A		
1	AOTM430	Cyan Toner	N/A		
1	AOTM330	Magenta Toner	N/A		
1	AOTM230	Yellow Toner	N/A		
		DELIVERY CHARGE	N/A		
		INSTALLATION CHARGE	N/A		

Additional Charges: ☐ Network ____ ☐ Removal ____ ☐ Other ____

Additional Charges ____

TOTAL $ 6,583.00

(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:** SAME AS DELIVERY

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments

This agreement incorporates Schedule A KMBS Modified Sales Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name Tommie C. Martin (Please Print)

Signature ____ 09/20/2011 (Authorized Representative of Customer / Date)

Title Chairman, Board of Supervisor

KMBS Representative ____ 9/7/11 (Date)

KMBS Manager ____ (Date)

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions shall apply should the Customer elect to purchase equipment outright:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.

3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.

4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona consents to jurisdiction in that forum.

6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

7. **SEVERABILITY**: If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.

9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.

10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

11. **ASSIGNMENT**: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT**: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

14. **ENTIRE AGREEMENT**: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____
Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas
Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

Konica Minolta Business Solutions U.S.A., Inc.

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement

Sold To: (legal name)

Name: Gila County Probation Account Number:

Address Line 1: Sylvia Hernandez

Address Line 2: Suite 200

Street Address: 1100 E. Monroe Street

City: Globe State: AZ Zip: 85501

Ship To:

Name: Gila County Probation Account Number:

Address Line 1:

Address Line 2:

Street Address: 714 South Beeline Hwy

City: Payson State: AZ Zip: 85541

Tax Exemption ☑ No ☐ Yes (Certificate required)

Tax Exemption Number:

PO Required ☐ No ☑ Yes (Copy required)

PO Number: PO Expiration Date:

Advantage CPC Maintenance Plan

Cost Per Copy

☑ With Supplies ☐ Without Supplies - Purchased Separately

Effective Date:

Billing for CPC contract: ☐ Monthly ☐ Quarterly ☑ Annually

Overages billed: ☐ Monthly ☑ Quarterly ☐ Annually

Contract Term (Months): ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☑ 60

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min $	Overage CPC
1	Bizhub C-552		C	ZERO	ZERO	$ 0.02720	ZERO	$ 0.02720
			B/W	ZERO	6000	$ 0.00530	$ 31.80	Includes Toner
2			C				Annual BASE	Includes Staples
			B/W				$381.60	CPC Service
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: Tommie C. Martin
Please Print

Signature: 09/20/2011
Authorized Representative of Customer Date

Title: Chairman, Board of Supervisor

KMBS Representative: Jay W. Douglas 9/7/11
Date

KMBS Manager:
Date

FOR INTERNAL USE

☐ New Customer ☑ Maintenance w/ Equipment Order ☐ Maintenance Only ☐ Maintenance Billed by KMBS ☐ Maintenance Billed by Lease Company ☐ Dealer Serviced

PE #: 825104-R072711 Agreement #: 40038415 Customer Code 1:

Promotion #: Price Plan #: 10i-KMBS-0127 Customer Code 2:

Subfleet #: Customer Code 3:

Key Operator Contact:	Anita Zaragoza	Phone:		Email Addr:	azaragoz@courts.az.gov
Meter Read Contact:	Anita Zaragoza	Phone:		Email Addr:	azaragoz@courts.az.gov
Accounts Payable Contact:	Sylvia Hernandez	Phone:		Email Addr:	shernand@courts.az.gov

Special Instructions:

Additional Documents Attached:
☑ Price Exception ☐ Tax Exempt Certificate
☑ Purchase Order ☐ Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Order Taking:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Servicing:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us

Contract Processed: ☑ Windsor, CT ☐ Branch (Branch Name)

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to of acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each "8 ½ x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplexed copies For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" - 5 clicks.

3. **SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is paced in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement This service, when requested, will be at the then billable rate of KMBS.

4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. **SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, it this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 pm., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. **vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis).

9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. **AUTOMATIC RENEWAL:** Intentionally deleted.

12. **ESCALATION:** Intentionally deleted.

13. **EARLY TERMINATION CHARGE**: In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

14. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA In providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

15. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

18. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE. THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all roses and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona, consents to jurisdiction in that forum.

21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

22. **WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, Shari in no way he considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement snail be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

23. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

24. **SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in http://kmbs.konicaminolta.us Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

25. **ENTIRE AGREEMENT**: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

26. **DIGITAL SUPPORT SERVICE (DSS)**: It this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. and 6:00 p.m., Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network / computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis. The monthly rate for DSS is $10 per serial number.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____
Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas
Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas

Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

Master Purchase Agreement

Check Applicable Box ☐ Purchase ☑ Lease ☐ Other: Baystone Financial

INVOICE TO	Account #	SOLD TO	Account #	SHIP TO	Account #
Legal Name	Baystone Financial Group	Legal Name	Gila County Probation	Legal Name	Gila County Probation
Attn Line 1	AKA Kansas State Bank Manhattan	Attn Line 1	Sylvia Hernandez	Attn Line 1	Sylvia Hernandez
Attn Line 2	Suite 218	Attn Line 2	Suite 200	Attn Line 2	Suite 200
Street Address	5225 N. Central Ave.	Street Address	1100 E. Monroe Street	Street Address	1100 E. Monroe Street
City Phoenix	State AZ Zip 85012	City Globe	State AZ Zip 85501	City Globe	State AZ Zip 85501

Tax Exempt ☑ No ☐ Yes (Copy Required) Tax Exempt # _____

P.O. Required ☐ No ☑ Yes (Copy Required) P.O. # _____ P.O. Expiration Date _____

Payment Terms: Lease $188.13 per month Net 30

Credit Card: Card Type _____ Name on Card _____ Authorized Credit Card Amount: _____ (plus applicable taxes) Credit Card # _____ Expiration Date _____

Check: Amount _____ Check # _____

Requested Delivery Date: 9/29/2011 **Maintenance Contract** ☑ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
		36 Month Lease			
1	A2WV011	bizhub 552	0.031437	$ 4,110.00	$ 4,110.00
1	A03N0Y1	LU-301 Large Capacity Unit (3,000/Letter)	5984.175	$ 512.00	$ 512.00
1	A0HRWY2	FS-527 Finisher (50 sheet)	188.1245095	$ 583.00	$ 583.00
1	A10EW11	PK-517 Punch Kit (2/3 Holes) for FS-527		$ 163.00	$ 163.00
1	A0W4WY1	WT-506 Working Table		$ 28.00	$ 28.00
1	7640001107	D5143NT Power Filter (120 volt, 20 Amps,)		$ 79.00	$ 79.00
	36 Month Lease				
	$188.13 per month	MESC Contract # 10i-KMBS-0127	Baystone Financial Contract 10i-BFG-0126	MESC contract Number	
	This is POST TAX				

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
1	AOTM130	Black Toner	N/A		
1	14YK	SK-602 Staples for the FS-527 (3 X 5000)	N/A		
			N/A		
			N/A		
		DELIVERY CHARGE	N/A		
		INSTALLATION CHARGE	N/A		

Additional Charges: ☐ Network _____ ☐ Removal _____ ☐ Other _____

Additional Charges

TOTAL $ 5,475.00

(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:** SAME AS DELIVERY

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments

This agreement incorporates Schedule A KMBS Modified Sales Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name Tommie C. Martin (Please Print)

Signature _____ 09/20/2011 (Authorized Representative of Customer / Date)

Title Chairman, Board of Supervisor

KMBS Representative _____ 9/7/11 (Date)

KMBS Manager _____ (Date)

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions shall apply should the Customer elect to purchase equipment outright:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.

3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.

4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona consents to jurisdiction in that forum.

6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

7. **SEVERABILITY**: If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.

9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.

10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

11. **ASSIGNMENT**: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT**: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

14. **ENTIRE AGREEMENT**: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____
Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas
Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

Konica Minolta Business Solutions U.S.A., Inc.

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement

Sold To: (legal name)

Name: Gila County Probation Account Number:

Address Line 1: Sylvia Hernandez

Address Line 2: Suite 200

Street Address: 1100 E. Monroe Street

City: Globe State: AZ Zip: 85501

Ship To:

Name: Gila County Probation Account Number:

Address Line 1: Sylvia Hernandez or Anita Zaragoza

Address Line 2: Suite 200

Street Address: 1100 E. Monroe Street

City: Globe State: AZ Zip: 85501

Tax Exemption ☑ No ☐ Yes (Certificate required)

Tax Exemption Number:

PO Required ☐ No ☑ Yes (Copy required)

PO Number: PO Expiration Date:

Advantage CPC Maintenance Plan

Cost Per Copy

☑ With Supplies ☐ Without Supplies - Purchased Separately

Effective Date:

Billing for CPC contract: ☐ Monthly ☐ Quarterly ☑ Annually

Overages billed: ☐ Monthly ☑ Quarterly ☐ Annually

Contract Term (Months): ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☑ 60

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min $	Overage CPC
1	Bizhub C-552		C	ZERO	ZERO	$ 0.02720	ZERO	$ 0.02720
			B/W	ZERO	6000	$ 0.00530	$ 31.80	Includes Toner
2			C				Annual BASE	Includes Staples
			B/W				$381.60	CPC Service
3			C					
			B/W					
4			C					
			B/W					
5	Bizhub 552		C			N/A		Includes Toner
			B/W	ZERO	2500	$ 0.00550	$ 13.75	Includes Staples
6			C				$ -	CPC Service
			B/W				$ 165.00	$ -

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: Tommie C. Martin
Please Print

Signature: 09/20/2011
Authorized Representative of Customer Date

Title: Chairman, Board of Supervisor

KMBS Representative: Jay W. Douglas 9/7/11
Date

KMBS Manager:
Date

FOR INTERNAL USE

☐ New Customer ☑ Maintenance w/ Equipment Order ☐ Maintenance Only ☐ Maintenance Billed by KMBS ☐ Maintenance Billed by Lease Company ☐ Dealer Serviced

PE #: 825104-R072711 Agreement #: 40038415 Customer Code 1:

Promotion #: Price Plan #: 10i-KMBS-0127 Customer Code 2:

Subfleet #: Customer Code 3:

Key Operator Contact:	Anita Zaragoza	Phone:	Email Addr: azaragoz@courts.az.gov
Meter Read Contact:	Anita Zaragoza	Phone:	Email Addr: azaragoz@courts.az.gov
Accounts Payable Contact:	Sylvia Hernandez	Phone:	Email Addr: shernand@courts.az.gov

Special Instructions:

Additional Documents Attached:
☑ Price Exception ☐ Tax Exempt Certificate
☑ Purchase Order ☐ Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Order Taking:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Servicing:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us

Contract Processed: ☑ Windsor, CT ☐ Branch (Branch Name)

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to of acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each "8 ½ x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplexed copies For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" - 5 clicks.

3. **SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is paced in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement This service, when requested, will be at the then billable rate of KMBS.

4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. **SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, it this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 pm., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. **vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis).

9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. **AUTOMATIC RENEWAL:** Intentionally deleted.

12. **ESCALATION:** Intentionally deleted.

13. **EARLY TERMINATION CHARGE**: In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

14. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA In providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

15. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

18. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE. THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all roses and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona, consents to jurisdiction in that forum.

21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

22. **WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, Shari in no way he considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement snail be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

23. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

24. **SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in http://kmbs.konicaminolta.us Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

25. **ENTIRE AGREEMENT**: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

26. **DIGITAL SUPPORT SERVICE (DSS):** It this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. and 6:00 p.m., Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network / computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis. The monthly rate for DSS is $10 per serial number.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011

Date

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**

KONICA MINOLTA:

_____

Individual Authorized to Sign

Jay W. Douglas

Print Name

KMBS Representative

Title

9/7/11

Date

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

09/20/2011
Date

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**

KONICA MINOLTA:

Jay W. Douglas

Individual Authorized to Sign

Jay W. Douglas
Print Name

KMBS Representative
Title

9/7/11
Date

ARF-808 **Consent Agenda Item 4- H**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Robert Gould	Submitted By:	Valrie Bejarano, Finance Department
Department:	Community Development Division	Division:	Community Development Administration
Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	9-1-2011 to 8-31-2012	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Presenter's Name:

Information

Request/Subject

OCE Plotwave300 Printer Maintenance Agreement Renewal with Thomas Reprographics, Inc.

Background Information

The Maintenance Aagreement with Thomas Reprographics for the OCE Plotwave300 printer expires 8-31-2011.

Evaluation

The Maintenance Agreement provides for all travel, labor, parts and preventive maintenance visits on the OCE Plotwave300 printer used by both Community Development and Public Works. Allowable yearly usage is 24,000 linear square feet. Any excess linear foot usage will be charged at .041 per foot. (There was no excess usage for period of 9-1-10 to 8-31-11) Agreement does not include media, toner and developer.

Conclusion

The renewal of the Maintenance Agreement will cover the term of 9-1-2011 to 8-31-2012 at a yearly cost of $1,680.

Recommendation

The Community Development Director recommends that the Board of Supervisors approve the Maintenance Agreement renewal with Thomas Reprographics, Inc. for a one-year term for the OCE Plotwave300 printer.

Suggested Motion

Authorization of the Chairman's signature on the Maintenance Agreement renewal between Gila County and Thomas Reprographics for service and maintenance on the OCE Plotwave300 printer from September 1, 2011, to August 31, 2012, in the amount of $1,680 per year.

Attachments

Maintenance Agreement with Thomas Reprographics

Original Agreement

Thomas Reprographics, Inc.

Maintenance Agreement

Bill To

Gila County Engineering.
1400 E. Ash Street
Globe, Arizona 85501
Elanor Pastor
928-425-3231 x 8502
Fax 928-425-8104

Location

745 N. Rose Mofford Way
Globe, Arizona 85501

Model #	Serial #	Contract Terms	Rate
Oce PW300	330200694	Maintenance Agreement provides all Travel, Labor, Parts and Preventive Maintenance visits. Consumable items such as Media, Toner and Developer are not covered.	1,680 / Year
Allowable Usage	24,000 Sq Ft/ Year	Client agrees to pay Thomas Reprographics .041 per linear foot for usage in excess of the semi-annual usage factor of 12,000 linear feet. The excess copy charge is billed semi-annually in arrears.	
		Special Notes: Photoreceptor coverage YES Beginning Meter Reading on file Additional Terms and Conditions on page 2. Coverage period 9/1/2011 – 8/31/12	

The equipment listed is to be maintained subject to the terms and conditions on the reverse side.

Acceptance

Customer Name Gila County P.O# _____

Customer Signature _____ Date _____

Service Manager _____ Date 8/23/11

TERMS AND CONDITIONS

THOMAS REPROGRAPHICS

AGREEMENT

This Agreement covers the equipment described on the face hereof and does not include any equipment or accessories not listed thereon. During the term of this Agreement, specified on face hereof, Thomas Reprographics will maintain the Equipment in good working order in accordance with the terms and conditions set forth.
This Agreement may not be assigned by Customer. Cancellation requires a 30-day written notice and is subject to penalty as set forth in Paragraph 4.
Specifically excluded from this Agreement is the photoreceptor drum and consumable supplies necessary to test or operate equipment covered through this Agreement unless otherwise specified.
All taxes levied or imposed, now or hereafter, by any government authority shall be timely paid by the Customer.
This Agreement provides service for Equipment at the address specified on the face hereof. Customer agrees to be responsible for all costs associated with relocation initiated by Customer.
In the event any equipment is moved to another location, this agreement is subject to an appropriate adjustment in the annual rate and meter charge where applicable.

INVOICE/PAYMENT

Maintenance Agreement charges are made payable in advance as specified on the face hereof. This Agreement will automatically renew on the annual renewal date shown on the face hereof, unless written notice is received 30 days prior to the annual renewal date at Thomas Reprographics, Inc. 4102 N. 24th Street Phoenix, Arizona 85016.
With respect to Equipment subject to associated usage or overage fees, at the end of each period, Customer agrees to provide meter readings to Thomas Reprographics. If meter readings are not provided promptly to Thomas Reprographics, meter charges may be estimated and invoiced accordingly.
Invoices are payable Net 10th Prox.

FULL SERVICE MAINTENANCE

Service as specified in the face hereof, will be provided by Thomas Reprographics or its designated Authorized Dealer during normal business hours. Service at time other than Thomas Reprographics normal business hours shall be furnished at Customer's request on an "If available" basis at the "After Hours," travel and labor rates.
Customer agrees to provide Thomas Reprographics access to the Equipment to perform the Periodical Maintenance Program as specified by Thomas Reprographics.
Thomas Reprographics has the right to install and or remove developer to maintain good copy quality in performance of their Agreement. Developer will be removed in accordance with applicable Periodic Maintenance programs and will be removed from the Customer's premises unless The Customer specifically requests otherwise.
All parts determined to be irreparable by Thomas Reprographics will be replaced under Thomas Reprographics sole judgment. Replaced parts become the property of Thomas Reprographics.
Thomas Reprographics will install improvements designated by the Manufacturer as "Mandatory retrofit" for the equipment.
Equipment upgrades designated as "Optional" by the Manufacturer are not covered by this agreement. Such "Optional" upgrades will be performed at the current prevailing rate.
Customer agrees that Thomas Reprographics will not be required to perform maintenance under this Agreement made necessary due to accident, misuse, abuse, neglect, theft, vandalism electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of service personnel other than Thomas Reprographics or a undesignated authorized dealer, or repeated use of supplies or parts that do not meet the manufactures specifications. Separate charges for repairs or replacement due to the foregoing shell be born by the Customer and performed at Thomas Reprographics prevailing rates.

H Repetitive service resulting from either a failure in replacing or updating recommended supplies which have exceeded their use through damage or normal wear, or the performance of key operator duties as set forth during operator training at time of installation of equipment, will be subject to charge at the current prevailing rates in effect.

I When service work beyond the scope of this Agreement is required. Thomas Reprographics will submit a cost estimate for such service work as authorized by the Customer. A separate invoice will be rendered.

4. BREACH/CANCELLATION

A Thomas Reprographics may cancel this agreement on breach by Customer of any terms and conditions hereon, by written notice to customer ten (10) days in advance.

B In the event of cancellation initiated by Customer, Thomas Reprographics must receive cancellation notice from Customer 30 days in advance.

C Upon termination of this Agreement either by breach or cancellation, Customer shall forfeit all payments made annually in advance plus the linear meter charge for 30 days from the effective date of notice or cancellation. If the specified Agreement on the face hereof is an annual contract with the minimum charge payable monthly in advance, the Customer shall remain liable for the remaining monthly charges until the termination of the contract period as specified on the face hereof plus the linear meter charge for 30 days from the effective date of notice of cancellation.

5. FORCE MAJEURE

A Thomas Reprographics shell not be responsible for failure to render service due to causes beyond its control including, but not limited to: work stoppages, fire, civil disobedience's, riots, rebellions acts of God, and similar occurrences

6. GENERAL PROVISIONS

A Equipment Operators: Customer shall provide specified equipment operators trained to perform key operator duties as set forth during operator training at time of Equipment Installation

B Notices: All notices made pursuant to this Agreement will be effective upon mailing to Thomas Reprographics and the Customer at the addresses on the face hereof.

C Headings: The headings and titles of the agreement are inserted only for convenience and shall not effect the interpretation or construction of any provision.

D Governing Law: The Agreement will be governed by and construed according to the laws of the State of Arizona

7. ENTIRE AGREEMENT

A This Agreement shall become effective only after execution by Customer and Thomas Reprographics in the (place) provided. It is expressly understood that no further form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between the Customer and Thomas Reprographics with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in Customer's Purchase Orders and any other documents submitted to Thomas Reprographics by Customer or in representations made by Thomas Reprographics, Inc. personnel.

Attachment "A" by mention is a binding part of the maintenance agreement as set forth herein.

ATTACHMENT "A"

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman, Board of Supervisors

_____

Date

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**

THOMAS REPROGRAPHICS, INC.:

Chris Rincon

Individual Authorized to Sign

CHRIS RINCON

Print Name

SERVICE MANAGER

Title

8/23/11

Date

Océ Plotwave 300 System Equipment Proposal

GILA COUNTY PUBLIC WORKS DIVISION

Océ Plotwave 300 Configuration

Service Agreement: Covers all Travel, Labor, Parts and Preventive Maintenance.

Low Volume

Allowance – 24,000 square feet allowance per Year. $1,118 / year

Allows 12,000 square feet per 6 month period (overage @ .041/sq ft)

* Maintenance contract does not include consumables such as Media, Toner and Developer

The existing service agreement has been prorated giving a 562 reduction on the first year service fee.

In addition any meter fees associated with the 7055 will be waived.

Océ Authorized Reseller
Engineering Systems

Thomas Reprographics, Inc.

Maintenance Agreement

Bill To

Gila County Engineering
1400 E. Ash Street
Globe, Arizona 85501
Eleanor Pastor
928-425-3231 x 8502
Fax 928-425-8104

Location

Same

Model #	Serial #	Contract Terms	Rate
Oce' Plotwave300	330200694	Maintenance Agreement provides all Travel, Labor, Parts and Preventive Maintenance visits. Consumable items such as Media, Toner and Developer are not covered. *Annual amount reduced 562 after prorating the existing 7055 service agreement.	1,118 / 1st Year*
Allowable Usage	24,000 SF/ Year	Client agrees to pay Thomas Reprographics .041 per square foot for usage in excess of the semi-annual usage factor of 12,000 square feet. The excess copy charge is billed semi-annually in arrears.	
		Special Notes: Photoreceptor coverage YES Beginning Meter Reading to be taken at the end of warranty. Additional Terms and Conditions on page 2. Coverage period 9/1/2010 – 8/31/2011	

The equipment listed is to be maintained subject to the terms and conditions on the reverse side.

Acceptance

Michael A. Pastor, Chairman, Board of Supervisors — Date

Don E. McDaniel Jr., County Manager — Date

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

Service Manager, Thomas Reprographics — Date

TERMS AND CONDITIONS

THOMAS

AGREEMENT

This Agreement covers the equipment described on the face hereof and does not include any equipment or accessories not listed thereon. During the term of this Agreement, specified on face hereof, Thomas Reprographics will maintain the Equipment in good working order in accordance with the terms and conditions set forth.
This Agreement may not be assigned by Customer. Cancellation requires a 30-day written notice and is subject to penalty as set forth in Paragraph 4.
Specifically excluded from this Agreement is the photoreceptor drum and consumable supplies necessary to test or operate equipment covered through this Agreement unless otherwise specified.
All taxes levied or imposed, now or hereafter, by any government authority shall be timely paid by the Customer.
This Agreement provides service for Equipment at the address specified on the face hereof. Customer agrees to be responsible for all costs associated with relocation initiated by Customer.
In the event any equipment is moved to another location, this agreement is subject to an appropriate adjustment in the annual rate and meter charge where applicable.

INVOICE/PAYMENT

Maintenance Agreement charges are made payable in advance as specified on the face hereof. This Agreement will automatically renew on the annual renewal date shown on the face hereof, unless written notice is received 30 days prior to the annual renewal date at Thomas Reprographics, Inc. 4102 N. 24th Street Phoenix, Arizona 85016.
With respect to Equipment subject to associated usage or overage fees, at the end of each period, Customer agrees to provide meter readings to Thomas Reprographics. If meter readings are not provided promptly to Thomas Reprographics, meter charges may be estimated and invoiced accordingly.
Invoices are payable Net 10th Prox.

FULL SERVICE MAINTENANCE

Service as specified in the face hereof, will be provided by Thomas Reprographics or its designated Authorized Dealer during normal business hours. Service at time other than Thomas Reprographics normal business hours shall be furnished at Customer's request on an "If available" basis at the "After Hours," travel and labor rates.
Customer agrees to provide Thomas Reprographics access to the Equipment to perform the Periodical Maintenance Program as specified by Thomas Reprographics.
Thomas Reprographics has the right to install and or remove developer to maintain good copy quality in performance of their Agreement. Developer will be removed in accordance with applicable Periodic Maintenance programs and will be removed from the Customer's premises unless The Customer specifically requests otherwise.
All parts determined to be irreparable by Thomas Reprographics will be replaced under Thomas Reprographics sole judgment. Replaced parts become the property of Thomas Reprographics.
Thomas Reprographics will install improvements designated by the Manufacturer as "Mandatory retrofit" for the equipment.
Equipment upgrades designated as "Optional" by the Manufacturer are not covered by this agreement. Such "Optional" upgrades will be performed at the current prevailing rate.
Customer agrees that Thomas Reprographics will not be required to perform maintenance under this Agreement made necessary due to accident, misuse, abuse, neglect, theft, vandalism electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of service personnel other than Thomas Reprographics or a undesignated authorized dealer, or repeated use of supplies or parts that do not meet the manufactures specifications. Separate charges for repairs or replacement due to the foregoing shell be born by the Customer and performed at Thomas Reprographics prevailing rates.

H Repetitive service resulting from either a failure in replacing or updating recommended supplies which have exceeded their use through damage or normal wear, or the performance of key operator duties as set forth during operator training at time of installation of equipment, will be subject to charge at the current prevailing rates in effect.

I When service work beyond the scope of this Agreement is required. Thomas Reprographics will submit a cost estimate for such service work as authorized by the Customer. A separate invoice will be rendered.

4. BREACH/CANCELLATION

A Thomas Reprographics may cancel this agreement on breach by Customer of any terms and conditions hereon, by written notice to customer ten (10) days in advance.

B In the event of cancellation initiated by Customer, Thomas Reprographics must receive cancellation notice from Customer 30 days in advance.

C Upon termination of this Agreement either by breach or cancellation, Customer shall forfeit all payments made annually in advance plus the linear meter charge for 30 days from the effective date of notice or cancellation. If the specified Agreement on the face hereof is an annual contract with the minimum charge payable monthly in advance, the Customer shall remain liable for the remaining monthly charges until the termination of the contract period as specified on the face hereof plus the linear meter charge for 30 days from the effective date of notice of cancellation.

5. FORCE MAJEURE

A Thomas Reprographics shell not be responsible for failure to render service due to causes beyond its control including, but not limited to: work stoppages, fire, civil disobedience's, riots, rebellions acts of God, and similar occurrences

6. GENERAL PROVISIONS

A Equipment Operators: Customer shall provide specified equipment operators trained to perform key operator duties as set forth during operator training at time of Equipment Installation

B Notices: All notices made pursuant to this Agreement will be effective upon mailing to Thomas Reprographics and the Customer at the addresses on the face hereof.

C Headings: The headings and titles of the agreement are inserted only for convenience and shall not effect the interpretation or construction of any provision.

D Governing Law: The Agreement will be governed by and construed according to the laws of the State of Arizona

7. ENTIRE AGREEMENT

A This Agreement shall become effective only after execution by Customer and Thomas Reprographics in the (place) provided. It is expressly understood that no further form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between the Customer and Thomas Reprographics with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in Customer's Purchase Orders and any other documents submitted to Thomas Reprographics by Customer or in representations made by Thomas Reprographics, Inc. personnel.

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

Any breach of Thomas Reprographics' 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 Thomas Reprographics 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, Thomas Reprographics 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.

Thomas Reprographics 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 Thomas Reprographics.

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 Thomas Reprographics 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 PROVISIONS

Agreement is subject to cancellation provisions of A.R.S. 38-511.

ARF-680 **Consent Agenda Item 4- I**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Steve Stratton	Submitted By:	Valrie Bejarano, Finance Department
Department:	Public Works Division	Division:	Administration
Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	7-1-2011 to 6-30-2012	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Amendment No. 1 to the Intergovernmental Agreement with Gila Community College for on-site training.

Background Information

Effective August 31, 2010, Gila County and the Gila Community College District entered into an agreement whereby Gila County agreed to provide on-site space at the Gila County Fairgrounds in Globe and an area in Payson for students to operate heavy equipment. Per Page 3, Mutual Obligations Item D, the agreement terminates on June 30, 2011, and thereafter the agreement may be extended for additional periods by written approval of both parties

Evaluation

Amendment #1 would extend the contract to June 30, 2012, and remove the following language from the original agreement: "To provide heavy equipment for training including, but not limited to, motor grader, backhoe, and water truck", "To reimburse Gila County for fuel used during heavy equipment training at Gila County fairgrounds", and "To reimburse Gila County for equipment damaged caused during heavy equipment training at Gila County fairgrounds.".

Conclusion

Amendment No. 1 to the Intergovernmental Agreement would allow the College use of the Gila County Fairgrounds in Globe, and area in Payson for another 12-month period.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Amendment No. 1 of the Intergovernmental Agreement between Gila County and Gila Community College District.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to the Intergovernmental Agreement between Gila County and Gila Community College District whereby the County agrees to provide space at an area in Payson and Gila County fairgrounds in Globe for on-site heavy equipment training for a period of one year from July 1, 2011, to June 30, 2012.

Attachments

Amendment No. 1 to IGA with Gila Community College

Original IGA

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

INTERGOVERNMENTAL AGREEMENT BETWEEN GILA COUNTY BOARD OF SUPERVISORS AND GILA COMMUNITY COLLEGE DISTRICT

AMENDMENT NO. 1

Effective October 26, 2010, Gila County and Gila County Community College District, entered into an agreement for the period of August 15, 2010 to June 30, 2011, whereby Gila County agreed to provide on-site space at the Gila County Fairgrounds in Globe and an area in Payson for students to operate heavy equipment and provide equipment for said training.

Per Page 3, Mutual Obligations Item D., the agreement would terminate on June 30, 2011 and thereafter the agreement may be extended for additional periods by written approval of both parties.

Amendment No. 1 to the Intergovernmental Agreement will include:

- Extend the agreement for a one (1) year period from July 1, 2011 to June 30, 2012.
- Remove from the original agreement:
  - Page 2, GILA AGREES, Item B, *To provide heavy equipment for training including, but not limited to, motor grader, backhoe, and water truck.*
  - Page 2, COLLEGE AGREES, Item C, *To reimburse Gila County for fuel used during heavy equipment training at Gila County Fairgrounds.* Item D *To reimburse Gila County for equipment damaged caused during heavy equipment training at Gila County Fairgrounds.*

All other terms, conditions, and provisions of the original agreement shall remain the same and apply during the renewal period including the Disclosure of Dual Representation.

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

IGA *between* Gila County Board of Supervisors and Gila Community College District

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman
Board of Supervisors

GILA COUNTY COMMUNITY COLLEGE DISTRICT

_____

Robert S. Ashford, Governing Board Chairman

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**

When recorded, deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

CAPTION HEADING:

Agreement

Between

Gila County Board of Supervisors

and

Gila County Community College District

August 31, 2010

DO NOT REMOVE

This is part of the official document

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GILA COUNTY, ARIZONA

AND

GILA COUNTY COMMUNITY COLLEGE DISTRICT

August 15, 2010 to June 30, 2011

THIS AGREEMENT is made between the GILA COUNTY BOARD OF SUPERVISORS (hereafter "GILA") and GILA COUNTY COMMUNITY DISTRICT hereafter "COLLEGE"):

PURPOSE:

The purpose of this agreement is to set out the understanding of the parties as to their mutual responsibilities and rights in the partnership between GILA and COLLEGE in offering Heavy Equipment Operations in Gila County.

GILA AGREES:

A. To provide on-site space at the Gila County Fairgrounds in Globe and an area in Payson for students to operate heavy equipment.

B. To provide heavy equipment for training including, but not limited to, motor grader, backhoe, and water truck.

C. To agree that students will follow the COLLEGE policies for behavior and safety while near the equipment.

THE COLLEGE AGREES:

A. To provide classroom space for the lecture portion of Heavy Equipment Operations.

B. To provide evidence of $5 million liability insurance for the operation and use of the Gila County Fairgrounds.

C. To reimburse GILA for fuel used during heavy equipment training at Gila County Fairgrounds.

D. To reimburse GILA for equipment damage caused during heavy equipment training at Gila County Fairgrounds.

E. To utilize the facilities for instructional or instructional-related purposes only.

F. The COLLEGE shall be responsible for the Heavy Equipment Operations' curriculum.

G. The COLLEGE shall hire a qualified instructor and any other personnel needed to offer this program.

MUTUAL OBLIGATIONS:

A. That COLLEGE'S adopted policies and procedures are applicable to all persons performing or receiving services under this agreement.

B. Each party shall retain complete jurisdiction over such programs of its own that are outside of this agreement. Nothing in this agreement shall be construed to establish a joint venture.

C. The parties to this agreement agree that they will not discriminate against any employee or applicant due to race, color, religion, sex or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.

D. The terms of this agreement shall commence upon the date this agreement is executed and shall expire on the 30th day of June, 2011. Thereafter the agreement may be extended for additional periods by written approval of both parties. Either party may at any time cancel this agreement or renewal thereof, without cause, by giving sixty (60) days advance written notice by certified mail or personal delivery. Thereafter, this agreement shall become null and void.

E. Upon termination of this agreement, equipment furnished or purchased by GILA shall be retained by GILA and equipment furnished or purchased by the COLLEGE for the program shall be retained by the COLLEGE.

///

F. The COLLEGE agrees to indemnify and hold harmless GILA from all injuries to persons or property caused by acts or omission of the COLLEGE arising out of the COLLEGE'S activities under this agreement. GILA agrees to indemnify and hold harmless the COLLEGE from all injuries to persons or property caused by acts or omissions of GILA arising out of GILA'S activities under this agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other.

G. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties have executed this agreement on this 26th day of October, 2010.

GILA COUNTY, ARIZONA

10/26/10

Michael A. Pastor Date
Chairman

GILA COUNTY COMMUNITY COLLEGE DISTRICT

9-23-10

Robert S. Ashford Date
Chairman

Conditions precedent to the execution of this agreement: ATTORNEY OF RECORD: To determine that this agreement is in proper form and is within the power and authority of the laws of Arizona.

10 26 2010

Bryan B. Chambers Date
Chief Deputy
COUNTY ATTORNEY
County of Gila

///

DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Agreement between the Gila County Board of Supervisors and Gila Community College, Gila County Attorney Daisy Flores has represented the Gila County Board of Supervisors and the Gila Community College.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the Agreement on behalf of the Gila County Board of Supervisors and the Gila Community College, Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Agreement and the Gila County Board of Supervisors and the Gila Community College are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7. Arizona Ethical Rule 1.7 is as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client; or
(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third-person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client:
(2) the representation is not prohibited by law; and:
(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one or both clients.

10/26/10
Date

Michael A. Pastor
Chairman
Gila County Board of Supervisors

9-23-10
Date

Robert S. Ashford
Governing Board Chairman
Gila Community College District

ARF-825 **Consent Agenda Item 4- J**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Steve Sanders	Submitted By:	Diana Jones, Finance Department
Department:	Public Works Division	Division:	Roads
Fiscal Year:	FY 2011 and FY 2012	Budgeted?:	Yes
Contract Dates Begin & End:	10/2011 to end of project	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Steve Sanders and Jacque Griffin		

Information

Request/Subject

Eastern Arizona Resource Advisory Council (RAC) changes to grant applications for Forest Road 423 & Forset Road 55.

Background Information

The Request for Grant Applications was announced in a news release from the Apache-Sitgreaves National Forest.

At the regular meeting of the Gila County Board of Supervisors on January 4, 2011, the Double Chip Seal of Forest Road 423 in Tonto Basin was selected by the Board as the grant project for this FY 2010 grant cycle.

It was later learned that the Apache Sitgreaves Forest Service staff planned on recommending awards for both fiscal year 2010, and fiscal year 2011 grant funds.

Therefore, Gila County staff prepared a second grant application for the 2011 year of funding which is the Double Chip Seal of Forest Road 55 (Russell Road to Kellner Canyon Road).

On May 16th the Apache-Sitgreaves National Forest personnel released the list of project proposals that will be discussed and recommended to be awarded by the Eastern Arizona RAC at their meeting 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 reviewed and officially identified its top priorities for Gila County within these 18 project proposals. During the June 7th agenda the Board identify the top two grant priorites which were the Double Chip Seal Forest Road 423, and the Double Chip Seal Forest Road 55.

Evaluation

On August 26, Gila County received an e-mail stating the the RAC recommendations for funding of the two projects had been approved by the Forest Supervisor from the Apache-Sitgreaves National Forest. However, the recommended grant amounts were different than the amounts that were submitted by Gila County. The funding amounts approved were for the Forest Road 423 in the amount of $433,825 and for the Forest Road 55 in the amount of $230,700.

In addition to the grant changes there are additional forms that will be required for each application by the Grants and Agreement Department of the Apache-Sitgreaves National Forest. These forms are: Application for Federal Assistance SF-424, Certification regarding Drug-Free Workplace, Certification regarding lobbying, Assurances - Construction Programs SF 424D, and the Certification regarding Debarment.

Conclusion

The approval of the changes on the two approved applications will provide Gila County the funding to do the Double Chip Seal of Forest Road 423 and the Double Chip Seal of Forest Road 55, while the additional forms will help the County follow the Forest Service guidelines.

Recommendation

Public Works staff recommends that the Board of Supervisors authorize the changes of two grant applications to the Eastern Arizona Counties Resource Advisory Committee (RAC) for the Double Chip Seal of Forest Road 423 and for the Double Chip Seal of Forest Road 55 and the additional forms for Forest Service guidelines.

Suggested Motion

Approval to submit two revised grant applications to the United States Department of Agriculture, U.S. Forest Service, in the amount of $664,525 to be used for the Double Chip Seal Forest Road 423 project and the Double Chip Seal Forest Road 55 project, along with the additional forms required by the U.S. Forest Service.

Attachments

FS 423 app changes
FS 55 app changes
form SF-423 for FS 423
form SF-324 for FS 55
form AD-1049 for FS 423
form AD-1049 for FS 55
form CD-511 for FS 423
form CD-511 for FS 55
form SF 424D for FS 423
form SF 424D for FS 55
form AD-1048 for FS 423
form AD-1047 for FS 55
form AD-1048 for FS 55
form AD-1047 for FS 423

2008 - 2011 Secure Rural Schools
Public Law 110-343
Title II Project Submission Form
USDA Forest Service

Name of Resource Advisory Committee:
Eastern Arizona Counties RAC
Project Number: GILA 10
Funding Fiscal Year: FY 2010 Fund and FY 2011

2. Project Name: **Double Chip Seal Forest Road 423 (Cline Blvd.)**	**3a. State: Arizona** **3b. County(s): Gila**
4. Project Submitted By: Steve Sanders	**5. Date: February 28, 2011/Sept. 1, 2011**
6. Contact Phone Number: **(928) 402-8530**	**7. Contact E-mail:** **ssanders@co.gila.az.us**

8. Project Location: **From the intersection of Forest Road 71 to the intersection of Forest Road 60A**	
a. National Forest(s): Tonto National Forest	b. Forest Service District(s): Tonto Basin Ranger District
c. Location (Township-Range-Section) **Township 5 North, Range 11 East, Section 5 and Township 6 North, Range 10 East, Section 25, 24, 13 and 12.**	

9. Project Goals and Objectives:

The goal of this project 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 60 A to provide an all weather surface, increasing the level of safety, reduce dust and improve the road "rideability".

The objective of this road maintenance project on the Forest Road 423, in the Tonto National Forest, is to increase the safety of this road which will reduce emergency response time and reduce road maintenance cost.

10. Project Description:
a. Brief: (*in one sentence*)

The Forest Road 423 (FR 423) roadway project will consist of double chip seal on the unpaved portion of Cline Blvd. and a chip seal overlay of the existing paved portion of the road.

b. Detailed:

The FR 423 roadway is a Forest Road which provides access to public lands and the community of Tonto Basin. The FR 423 is a Rural Collector and this project is identified in the 2006 Gila County Small Area Transportation Study (SATS).

Gila County plans to double chip seal the existing FR 423 Cline Blvd. from the intersection of Forest Road 71 to the intersection of Forest Road 60 A. This project would consist of a double chip seal of approximately 7.8 miles of the road.

The FR 423 road maintenance project will enhance its overall function by mitigating existing roadway surfaces, and the potential of vehicular accidents.

Safety enhancements will consist of clear zones, pavement markings and advisory signing throughout the FR 423 maintenance project. Where possible roadway turnouts, and/or shoulders will be located to allow passage of slower/distressed vehicles. Drainage systems maintenance will be done to mitigate historical drainage problems. The project will include a signing and pavement striping plan providing for traveler safety.

11. Types of Lands Involved?
State/Private/Other lands involved? ☒ Yes ☐ No **Land Status: USDA Forest Service lands only, Tonto National Forest and Gila County Roads.**
If Yes, specify: A portion of Cline Blvd. is on Gila County Right-of-Way.

12. How does the proposed project meet purposes of the Legislation? (Check at least 1)
☒ Improves maintenance of existing infrastructure.
☒ Implements stewardship objectives that enhance forest ecosystems.
☒ Restores and improves land health.
☒ Restores water quality

13. Project Type a. Check all that apply: (check at least 1)	
☒ Road Maintenance	☐ Trail Maintenance
☐ Road Decommission/Obliteration	☐ Trail Obliteration
☐ Other Infrastructure Maintenance (specify):	
☐ Soil Productivity Improvement	☐ Forest Health Improvement
☐ Watershed Restoration & Maintenance	☐ Wildlife Habitat Restoration
☐ Fish Habitat Restoration	☐ Control of Noxious Weeds
☐ Reestablish Native Species	☐ Fuels Management/Fire Prevention
☐ Implement CWPP Project	☐ Other Project Type (specify):
b. Primary Purpose (select only 1): Road Maintenance	

14. Identify What the Project Will Accomplish
Miles of road maintained: **This project will consist of up to 7.8 miles of double chip/chip sealed roadway.**
Miles of road decommissioned/obliterated:
Number of structures maintained/improved:
Acres of soil productivity improved:
Miles of stream/river restored/improved:
Miles of fish habitat restored/improved:
Acres of native species reestablished:
Acres of hazardous fuel treatment
Miles of trail maintained:
Miles of trial obliterated:
Acres of forest health improved (including fuels reduction):
Acres of rangeland improved:
Acres of wildlife habitat restored/improved:
Acres of noxious weeds controlled:
Timber volume generated (mbf):
Jobs generated in full time equivalents (FTE) to nearest tenth. One FTE is 52 forty hour weeks:
People reached (for environmental education projects/fire prevention):
Direct economic activity benefit:
Other:

15. Estimated Project Start Date: May 1, 2012	16. Estimated Project Completion Date: December 31, 2012

17. List known partnerships or collaborative opportunities.

In partnership with Gila County the Tonto Basin Ranger District has agreed to provide the environmental clearance required for the FR 423 road maintenance project.

18. Identify benefits to communities.

This project will reduce dust and improve connectivity between the Southern and Northern end of Tonto Basin.

19. How does the project benefit federal lands/resources?

With this project being located on the Tonto National Forest, major relocation of the roadway will not be proposed in order to reduce potential environmental impacts to contiguous regions of the forest (e.g., habitat, vegetation, etc.). Drainage will be designed to current standards including provisions for erosion/sediment control and compliance with the Clean Water Act.

20. What is the Proposed Method(s) of Accomplishment? (check at least 1)	
☒ Contract	☐ Federal Workforce
☐ County Workforce	☐ Volunteers
☐ Grant	☐ Agreement
☐ Americorps	☐ YCC/CCC Crews
☐ Job Corps	☐ Stewardship Contract
☐ Merchantable Timber Pilot	Other (specify):

21. Will the Project Generate Merchantable Timber? ☐ Yes ☒ No

22. Anticipated Project Costs
a. Title II Funds Requested: $433,825.00
b. Is this a multi-year funding request? ☐ Yes ☒ No

23. Identify Source(s) of Other Funding:

If needed Gila County will use the ½ cent sales tax, for transportation projects for this project.

24. Monitoring Plan (provide as attachment) PLEASE SEE ATTACHED

25. Identify remedies for failure to comply with the terms of the agreement.
If project cannot be completed under the terms of this agreement:

☒ Unused funds will be returned to the RAC account.
☐ Other, please explain:

Project Recommended By:

Janet Mathis, Chairperson
Eastern Arizona Counties RAC

Project Approved By:

Chris Knopp, Forest Supervisor
Apache-Sitgreaves National Forests

Project Cost Analysis Worksheet

Worksheet 1

Please submit this worksheet with your proposal

Item	*Column A* **Fed. Agency Appropriated Contribution**	*Column B* **Requested Title II Contribution**	*Column C* **Other Contributions**	*Column D* **Total Available Funds**
a. Field Work & Site Surveys				
b. NEPA/CEQA				
c. ESA Consultation				
d. Permit Acquisition				
e. Project Design & Engineering				
f. Contract/Grant Preparation				
g. Contract/Grant Administration				
h. Contract/Grant Cost		$413,167.00		$413,167.00
i. Salaries				
j. Materials & Supplies				
k. Monitoring				
l. Other: 2, Partner Indirect Cost				
m. Project Sub-Total		$413,167.00		$413,167.00
n. FS Indirect Costs add 5%		$20,658.00		$20,658.00
Total Cost Estimate		$433,825.00		$433,825.00

NOTES:

a. Pre-NEPA Costs

g. Includes Contracting/Grant Officer Representative (COR) costs. Excludes Contracting/Grant Officer costs.

i. Cost of implementing project

l. Examples include overhead charges from other partners, vehicles, equipment rentals, travel, etc.

n. Forest Service indirect costs, including contracting/grant officer costs if needed.

Monitoring Plan Attachment

24. Monitoring Plan (provide as attachment)

a. Provide a plan that describes your process for tracking and explaining the effects of this project on your environmental and community goals outlined above.

Gila County will hire a Contractor to do the double chip seal project through the approved standard County procurement procedures. Gila County will administer the project, filing all required reports and documents, tracking the progress of the double chip seal project, and verify all expenses.

Gila County makes it compulsory to support entities that have a sound track record on labor practices and compliance with Federal laws ensuring that American workers are safe and treated fairly on all bid documents. Gila County includes in all contracts that best practices are consistent with our nation's civil rights and equal opportunity laws, ensuring that all individuals regardless of race, gender, age, disability, and national origin.

The Gila County Grant Coordinator will verify all invoices before issuing payment to Contractor.

b. Identify who will conduct the monitoring:

The Public Works Division of Gila County will conduct all the monitoring for this project.

c. Identify total funding needed to carry out specified monitoring tasks (Worksheet 1, Item k):

None this will be done by County Employees.

GILA COUNTY:

_____
Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date: _____

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

_____
Bryan Chambers, Chief Deputy County Attorney

2008 - 2011 Secure Rural Schools
Public Law 110-343
Title II Project Submission Form
USDA Forest Service

Name of Resource Advisory Committee:
Eastern Arizona Counties RAC
Project Number: GILA 11
Funding Fiscal Year: FY 2011 Funds

2. Project Name: Double Chip Seal Forest Road 55	**3a. State: Arizona** **3b. County(s): Gila**
4. Project Submitted By: Steve Sanders	**5. Date: February 28, 2011/Sept. 1, 2011**
6. Contact Phone Number: **(928) 402-8530**	**7. Contact E-mail:** **ssanders@co.gila.az.us**

8. Project Location: From the end of private land along Russell Road to the beginning of private land on Kellner Canyon Road.	
a. National Forest(s): Tonto National Forest	b. Forest Service District(s): Globe Ranger District
c. Location (Township-Range-Section) **Township 1 South, Range 15 East, Section 4, 9 & 16 and Township 1 South, Range 14 East, Section 17.**	

9. Project Goals and Objectives:

The goal of this project 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, increasing the level of safety, reduce dust and improve the road "rideability".

The objective of this road maintenance project on the Forest Road 55, in the Tonto National Forest, is to increase the safety along this road which will reduce dust, increase emergency response time, and reduce road maintenance cost. This double chip seal project will provide a much needed alternate evacuation route for residents when the washes in Ice House Canyon become impassable during times of flooding.

10. Project Description:
a. Brief: (*in one sentence*)

The Forest Road 55 (FR 55) roadway project will consist of double chip seal along the unpaved portion from Russell Road to Kellner Canyon Road.

b. Detailed:

The FR 55 is a Forest Road which provides access to public lands and connectivity between the Southern area of Globe to the unincorporated area between Globe-Miami. FR 55 is a Rural Collector and this project is identified in the 2006 Gila County Small Area Transportation Study (SATS).

Gila County plans to double chip seal the existing FR 55 from the end of private land along Russell Road to the beginning of private land on Kellner Canyon Road. This project would consist of a double chip seal of approximately 3.6 miles of the road. The County does not plan to do any re-alignment of the roadway however some cut slopes will be laid back to improve sight distance for safety purposes. Gila County will double chip seal the existing road along with centerline and edge line striping. A typical section is expected to be two-eleven foot wide lanes.

The FR 55 road maintenance project will enhance its overall function by mitigating existing roadway surfaces, and the potential of vehicular accidents.

Safety enhancements will consist of clear zones, slope cuts, pavement markings and advisory signing throughout the FR 55 maintenance project. Where possible roadway turnouts, and/or shoulders will be located to allow passage of slower/distressed vehicles. Drainage systems maintenance will be done to mitigate historical drainage problems. The project will include a signing and pavement striping plan thus providing for traveler safety.

11. Types of Lands Involved?
State/Private/Other lands involved? ☐ Yes ☒ No **Land Status: USDA Forest Service lands only, Tonto National Forest.**
If Yes, specify:

12. How does the proposed project meet purposes of the Legislation? (Check at least 1)
☒ Improves maintenance of existing infrastructure.
☒ Implements stewardship objectives that enhance forest ecosystems.
☒ Restores and improves land health.
☒ Restores water quality

13. Project Type a. Check all that apply: (check at least 1)	
☒ Road Maintenance	☐ Trail Maintenance
☐ Road Decommission/Obliteration	☐ Trail Obliteration
☐ Other Infrastructure Maintenance (specify):	
☐ Soil Productivity Improvement	☐ Forest Health Improvement
☐ Watershed Restoration & Maintenance	☐ Wildlife Habitat Restoration
☐ Fish Habitat Restoration	☐ Control of Noxious Weeds

☐ Reestablish Native Species	☐ Fuels Management/Fire Prevention
☐ Implement CWPP Project	☐ Other Project Type (specify):
b. Primary Purpose (select only 1): Road Maintenance	

14. Identify What the Project Will Accomplish
Miles of road maintained: **This project will consist of up to 3.6 miles of double chip sealed roadway.**
Miles of road decommissioned/obliterated:
Number of structures maintained/improved:
Acres of soil productivity improved:
Miles of stream/river restored/improved:
Miles of fish habitat restored/improved:
Acres of native species reestablished:
Acres of hazardous fuel treatment
Miles of trail maintained:
Miles of trial obliterated:
Acres of forest health improved (including fuels reduction):
Acres of rangeland improved:
Acres of wildlife habitat restored/improved:
Acres of noxious weeds controlled:
Timber volume generated (mbf):
Jobs generated in full time equivalents (FTE) to nearest tenth. One FTE is 52 forty hour weeks:
People reached (for environmental education projects/fire prevention):
Direct economic activity benefit:
Other:

15. Estimated Project Start Date:	**16. Estimated Project Completion Date:**
May 1, 2012	**October 31, 2012**

17. List known partnerships or collaborative opportunities.

In partnership with Gila County the Tonto National Forest Globe Ranger District has agreed to provide the environmental clearance required for the FR 55 road maintenance project.

18. Identify benefits to communities.

Roadway maintenance of this corridor will allow greater mobility of goods and services not readily available to local residents.

The existing roadway is often impassable after heavy rainfall events, upon conclusion of this roadway maintenance project, the road will be accessible. This roadway maintenance project will also reduce response time for emergency services to this area.

This project will provide an all weather access, and enhance the current "quality-of-life" as realized by the residents living in the Globe-Miami area.

Tourist travel will be enhanced with this roadway maintenance project thus providing a greater opportunity for economic benefit to the area through increased use of local services.

19. How does the project benefit federal lands/resources?

With this project being located on the Tonto National Forest, major relocation of the roadway will not be proposed in order to reduce potential environmental impacts to contiguous regions of the forest (e.g., habitat, vegetation, etc.). Drainage will be designed to current standards including provisions for erosion/sediment control and compliance with the Clean Water Act.

20. What is the Proposed Method(s) of Accomplishment? (check at least 1)	
☒ Contract	☐ Federal Workforce
☐ County Workforce	☐ Volunteers
☐ Grant	☐ Agreement
☐ Americorps	☐ YCC/CCC Crews
☐ Job Corps	☐ Stewardship Contract
☐ Merchantable Timber Pilot	Other (specify):

21. Will the Project Generate Merchantable Timber? ☐ Yes ☒ No

22. Anticipated Project Costs
a. Title II Funds Requested: $230,700.00
b. Is this a multi-year funding request? ☐ Yes ☒ No

23. Identify Source(s) of Other Funding:

If needed Gila County will use the ½ cent sales tax for transportation projects.

24. Monitoring Plan (provide as attachment) PLEASE SEE ATTACHED

25. Identify remedies for failure to comply with the terms of the agreement.
If project cannot be completed under the terms of this agreement:

☒ Unused funds will be returned to the RAC account.
☐ Other, please explain:

Project Recommended By:

Janet Mathis, Chairperson
Eastern Arizona Counties RAC

Project Approved By:

Chris Knopp, Forest Supervisor
Apache-Sitgreaves National Forests

Project Cost Analysis Worksheet

Worksheet 1

Please submit this worksheet with your proposal

Item	*Column A* **Fed. Agency Appropriated Contribution**	*Column B* **Requested Title II Contribution**	*Column C* **Other Contributions**	*Column D* **Total Available Funds**
a. Field Work & Site Surveys				
b. NEPA/CEQA				
c. ESA Consultation				
d. Permit Acquisition				
e. Project Design & Engineering				
f. Contract/Grant Preparation				
g. Contract/Grant Administration				
h. Contract/Grant Cost		$219,714.00		$219,714.00
i. Salaries				
j. Materials & Supplies				
k. Monitoring				
l. Other: 2, Partner Indirect Cost				
m. Project Sub-Total		$219,714.00		$219,714.00
n. FS Indirect Costs add 5%		$10,986.00		$10,986.00
Total Cost Estimate		$230,700.00		$230,700.00

NOTES:

a. Pre-NEPA Costs

g. Includes Contracting/Grant Officer Representative (COR) costs. Excludes Contracting/Grant Officer costs.

i. Cost of implementing project

l. Examples include overhead charges from other partners, vehicles, equipment rentals, travel, etc.

n. Forest Service indirect costs, including contracting/grant officer costs if needed.

Monitoring Plan Attachment

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b. Identify who will conduct the monitoring:

The Public Works Division of Gila County will conduct all the monitoring for this project.

c. Identify total funding needed to carry out specified monitoring tasks (Worksheet 1, Item k):

None this will be done by County Employees.

GILA COUNTY:

_____
Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date: _____

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

_____
Bryan Chambers, Chief Deputy County Attorney

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
02/15/2011	Gila County Public Works Division

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
U.S. Forest Service, Apache-Sitgreaves National Forest	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Gila County Public Works Division

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
86 6000444	147259191

d. Address:

* Street1:	1400 E. Ash Street
Street2:	
* City:	Globe
County:	Gila
* State:	Arizona
Province:	
* Country:	United States
* Zip / Postal Code:	85501

e. Organizational Unit:

Department Name:	Division Name:
	Public Works

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr	* First Name:	Steve
Middle Name:			
* Last Name:	Sanders		
Suffix:			

Title: Deputy Director Public Works

Organizational Affiliation:

* Telephone Number:	(928) 402-8530	Fax Number:	(928) 425-8104

* Email: ssanders@co.gila.az.us

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

C. County

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Forest Service

11. Catalog of Federal Domestic Assistance Number:

10.666

CFDA Title:

Secure Rural Schools

*** 12. Funding Opportunity Number:**

* Title:

Eastern Arizona Counties Recource Advisory Committee

13. Competition Identification Number:

Title:

FR 423 Cline Blvd. Maintenance Project

14. Areas Affected by Project (Cities, Counties, States, etc.):

Gila County

*** 15. Descriptive Title of Applicant's Project:**

Forest Road 423 chip seal overlay

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 1st
* b. Program/Project: 1st

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

17. Proposed Project:

* a. Start Date: 05/12/2012
* b. End Date: 12/30/2012

18. Estimated Funding ($):

* a. Federal	433,825.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	433,825.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [x] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- [ ] Yes
- [x] No

Explanation

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] **** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Ms.
* First Name:	Tommie
Middle Name:	C.
* Last Name:	Martin
Suffix:	
* Title:	Chairman of the Board
* Telephone Number:	(928) 402-8153
Fax Number:	
* Email:	
* Signature of Authorized Representative:	
* Date Signed:	

Application for Federal Assistance SF-424

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
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☒ Application	☐ Continuation	* Other (Specify)
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* 3. Date Received:	4. Applicant Identifier:
02/15/2011	Gila County Public Works Division

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
U.S. Forest Service, Apache-Sitgreaves National Forest	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Gila County Public Works Division

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
86 6000444	147259191

d. Address:

* Street1:	1400 E. Ash Street
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County:	Gila
* State:	Arizona
Province:	
* Country:	United States
* Zip / Postal Code:	85501

e. Organizational Unit:

Department Name:	Division Name:
	Public Works

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Prefix:	Mr	* First Name:	Steve
Middle Name:			
* Last Name:	Sanders		
Suffix:			

Title: Deputy Director Public Works

Organizational Affiliation:

* Telephone Number:	(928) 402-8530	Fax Number:	(928) 425-8104

* Email: ssanders@co.gila.az.us

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

C. County

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Forest Service

11. Catalog of Federal Domestic Assistance Number:

10.666

CFDA Title:

Secure Rural Schools

*** 12. Funding Opportunity Number:**

* Title:

Eastern Arizona Counties Recource Advisory Committee

13. Competition Identification Number:

Title:

FR 55 Russell Road Maintenance Project

14. Areas Affected by Project (Cities, Counties, States, etc.):

Gila County

*** 15. Descriptive Title of Applicant's Project:**

Forest Road 55 chip seal overlay

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 1st
* b. Program/Project: 1st

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

17. Proposed Project:

* a. Start Date: 05/12/2012
* b. End Date: 12/30/2012

18. Estimated Funding ($):

* a. Federal	230,700.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	230,700.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
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Explanation

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] **** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms.
* First Name: Tommie
Middle Name: C.
* Last Name: Martin
Suffix:

* Title: Chairman of the Board

* Telephone Number: (928) 402-8153
Fax Number:

* Email:

* Signature of Authorized Representative:
* Date Signed:

Application for Federal Assistance SF-424

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UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 *et seq.*), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 **Federal Register** (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(Before completing Certification, read instructions on page 2)

Alternative I

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an ongoing drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Forest Road 423 the unpaved portion of Cline Blvd.

Check ☐ if there are workplaces on file that are not identified here.

Gila County
Organization Name

FS 423 chip seal
Award Number or Project Name

Tommie C. Martin, Chairman of the Board
Name and Title of Authorized Representative

Signature Date

Form AD-1049 (REV 5/90)

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Forest Road 55 from Russell Rd to Kellner Canyon Road

Check ☐ if there are workplaces on file that are not identified here.

Gila County
Organization Name

FS 55 chip seal
Award Number or Project Name

Tommie C. Martin, Chairman of the Board
Name and Title of Authorized Representative

Signature Date

FORM **CD-511**
(REV 1-05)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in conncection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Gila County	Forest Road 423
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Tommie C. Martin, Chairman of the Board	
SIGNATURE	DATE

FORM CD-511
(REV 1-05)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in conncection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

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The undersigned states, to the best of his or her knowledge and belief, that:

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Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Gila County	Forest Road 55
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Tommie C. Martin, Chairman of the Board	
SIGNATURE	DATE

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Tommie C. Martin, Chairman Gila County Board of Supervisors
APPLICANT ORGANIZATION Gila County	DATE SUBMITTED

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

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17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Tommie C. Martin, Chairman Gila County Board of Supervisors
APPLICANT ORGANIZATION Gila County	DATE SUBMITTED

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County

Organization Name

Forest Road 423

PR/Award Number or Project Name

Tommie C. Martin, Chairman

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County — Organization Name

Forest Road 55 — PR/Award Number or Project Name

Tommie C. Martin, Chairman — Name(s) and Title(s) of Authorized Representative(s)

Signature(s) — Date

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County — Organization Name

Forest Road 55 — PR/Award Number or Project Name

Tommie C. Martin, Chairman

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County — Forest Road 423

Organization Name — PR/Award Number or Project Name

Tommie C. Martin, Chairman

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) — Date

ARF-810 **Consent Agenda Item 4- K**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For: Anita Escobedo Submitted By: Valrie Bejarano, Finance Department

Department: Clerk of the Superior Court

Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	7-1-2011 to 6-30-2012	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Presenter's Name:

Information

Request/Subject

Service Contract Renewal for Archival Vault-Storage with Lin-Cum, Inc. for Clerk of the Superior Court

Background Information

The Clerk of the Superior Court has been using Lin-Cum for several years for vault storage of their media documents. The contract expired on June 30, 2011, and this is a request to renew the contract for another term.

Evaluation

Off-site storage for microfilm masters/rolls and discs will be stored in a secured archival storage facility. Archival retrieval requests will be responded to within 2 hours during normal business hours. Lin-Cum storage operates 24x7x365 for customer convenience.

Inventory media will be packaged and stored in 22 gauge microfiche containers. The containers and it contents will be given the same bar-code identification. The items will be cataloged and tracked according to the bar-code, description and cable tie numbers.

Conclusion

The renewal of the Service Contract with Lin-Cum, Inc. will allow for vault storage of media documents for the office of Clerk of the Superior Court for a term of one year.

Recommendation

The Clerk of the Superior Court recommends that the Board of Supervisors approve the renewal of the service contract with Lin-Cum Inc, for document vault storage.

Suggested Motion

Authorization of the Chairman's signature on the renewal of the Service Contract between Gila County and Lin-Cum, Inc. whereby Lin-Cum will provide document archival vault-storage for a period of one year from July 1, 2011, to June 30, 2012, in the amount of $719.06 per month.

Attachments

Lin-Cum Service Contract-renewal

Confidential

LIN-CUM, INC.
3020 W. Windsor
Phoenix, AZ 85009
(602)233-1230
(800)224-1230
Fax (602)233-1393
e-mail lincum@lincum.com
Hi-speed download: chuckc1@cox.net

SERVICES CONTRACT
ARCHIVAL VAULT-STORAGE

LIN-CUM, INC., an Arizona Corporation with Federal Tax I.D. #86-0458048 (hereinafter referred to as LIN-CUM), located at 3020 W. Windsor Ave. in Phoenix, Arizona, herein agrees to perform the services described in the paragraphs below.

This agreement is made between LIN-CUM, INC. and Gila County Superior Court _____, herein referred to as "The Client". The terms, conditions, and pricing stated herein may be applied to the same or similar projects performed for other departments under this same agreement. However, any dissimilarities in content, sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. The agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice 30 days prior to such termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail, regardless of volumes for each department serviced.

Archival Storage Facility Structure & Security:
o 14,000 sq. ft. High Security Facility
o 24X7X365 Operation
o Solid Concrete Floor (8")
o Steel reinforced 8", Back Filled Concrete Block Construction
o Three (3) Physical Zones Separated by Demising Walls
o Perimeter Locked; anti-Climb Fencing with Controlled Access
o Fully Alarmed, Separate Alarm Zoning
o Interior Doors 12 Gauge Steel: 2 Hour Rated; 1200lb Self-Closing Locks
o Ingress/Egress monitored 24X7X365
o Temperature and Humidity Controlled per Regulatory Specifications
o HVAC systems controlling all vaults are designed to maintain the following conditions:

Confidential

- Temperature@50-75 Degrees Fahrenheit
- Humidity@20-40 %Relative Humidity
- Facility HVAC systems are designed to require approximately 45% of its available capacity to maintain these levels.

o Propane based UPS system

I. APPLICATIONS:

Archival storage of records media

II. PROPOSED PROCEDURES – OPTIONS:

Inventory media to be vault-stored

Package and store in 22 Gauge 12X24X6 Original Microfiche Container and/or in 22 Gauge 16X13Xll Original Roll Film Container; container load factor will not exceed 50 lbs.

ID and bar-code the containers and contents

Secure the containers with pre-numbered cable ties

Catalog and track all bar-coded carriers, descriptions and cable tie numbering The HVAC systems controlling archival vaults are designed to maintain the following conditions:

- Temperature@50-75 Degrees Fahrenheit
- Humidity@20-40 %Relative Humidity

III. UNIT PRICING:

	Microfiche	Roll film	CD-R	DVD
Initial inventory, barcode and storage Including container	~~$14.00~~NC	~~$14.00~~NC	~~$14.00~~NC	~~$14.00~~NC
Annual storage charge	$76.80/K	4.20 ea.	12.50 ea.	12.50 ea.
Pull Charge (Normal Business Hours; 2 Hour Response)	24.00	24.00	24.00	24.00
Return to storage	NC	NC	NC	NC
Copy and fax charge; per page	.50	.50	.50	.50
Scan, zip and email, including Encryption*	.25	.25	.25	.25

* Decryption sent in separate communication

** Plus applicable sales taxes, and shipping charges if required

*** Sales taxes added to all charges

V. TURNAROUND PROPOSED

Requests will be responded to within 2 hours, during normal business hours

Confidential

VI. DATA PROTECTION/LIABILITY ASSUMPTION

LIN-CUM, INC. is liability-insured for coverage amounts in compliance with the requirements of the State of Arizona agencies. All LIN-CUM employees are bonded by Employee Agreement against dissemination or disclosure of confidential information.

VII. ARCHIVAL CERTIFICATION

Lin-Cum, Inc. is a certified Kodak Quality Control Lab. Methylene Blue testing (residual thiosulphate) is done routinely to insure archival quality. This testing is in compliance with Federal Regulations 1230, Sec. 36, ANSI/NAPM IT9.1-1992, and PH4.8-1985, (archival for >100 years minimum). This periodic assurance testing is normal procedure for which there is no additional charge.

LIN-CUM cannot certify archival quality of optical/laser disk-stored data, beyond that of the media manufacturers, which vary from 30-100 years. LIN-CUM suggests re-copying laser disk recorded data every five (5) years or less, thereby "restarting the clock" for another such period. This will ensure long-term preservation, until such time as archivability can be properly tested and assured throughout the industry. The Florida State Legislature, in 1997, accepted laser/optical disk as an archival solution, as long as they are recopied every 10 years.* Arizona State Supreme Court has also approved procedural use of CD/OD for archiving their court files with this recopying procedures, or recopied during technology migration, whichever comes first.**

*** Florida State Legislature ruling as reported in *Imaging Magazine*, October 1997.**

**** LIN-CUM participated in reviewing and inputting to the Arizona State Supreme Court standards and procedures, adopted in 1998; http://www.supreme.state.az.us/cot/Standards/Standards_default.htm**

VIII. TERMS

Quarterly invoices will be submitted for all storage and retrieval charges. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the charges for services provided during the period, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date.

Confidential

This agreement will become effective on July 1, 2011, and shall remain in force for a period of twelve (12) months. The agreement may be extended for up to twelve (12) months by mutual agreement of LIN-CUM, INC. and The Client. However, either party may terminate this Agreement by providing the other party at least thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach.

This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to LIN-CUM's provided services. The client hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of LIN-CUM only by an authorized officer/representative of LIN-CUM, INC.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement. See Attachment "A".

IN WITNESS WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

LIN-CUM, INC. ACCEPTANCE:

By Charles Cummins Jr.
Charles C. Cummins, Jr.
Title Vice President –Client Servicing
Date 8/15/2011

CLIENT ACCEPTANCE:

By_____
Tommie C. Martin
Title Chairman, Board of Supervisors
Date_____

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

Confidential

ATTACHMENT "A"

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

ARF-798 **Consent Agenda Item 4- L**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Steve Sanders	Submitted By:	Valrie Bejarano, Finance Department
Department:	Public Works Division	Division:	Administration
Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	6-30-2012	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Amendment No. 1 to Contract No. 6511.526/10-2010 Tonto Creek Bridge with C.L. Williams Consulting, Inc.

Background Information

Effective December 14, 2010, Gila County and C.L. Williams Consulting, Inc entered into a contract whereby C.L. Williams agreed to provide professional consulting services for the Tonto Creek Bridge Project. The contract expires October 31, 2011.

Evaluation

The U.S. Fish and Wildlife required formal consultation on the Biological Opinion portion of the Environmental Assessment document which increased the amount of completion time of the project. Amendment No. 1 will extend the contract to June 30, 2012, giving the consultant time to complete phases 2 and 3 consisting of the Technical Reviews-Environmental Permits, DCR and Design.

The original contract is in an amount not to exceed $119,000, and to date $62,075 has been spent. The contract amount will remain the same. The expected completion date is being pushed back due to the required environmental assessment work.

Conclusion

The final design will take about eight months to complete. Extending the contract to June 30, 2012 would allow C.L. Williams the time necessary to complete Phases 2 and 3 of the project.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Amendment No. 1 to Contract No. 6511.526/10-2010 for professional consulting services of the Tonto Creek Bridge, which extends the contract to June 30, 2012.

Suggested Motion

To authorize the Chairman's signature on Amendment No. 1 to Contract No. 6511.526/10-2010 between Gila County and C.L. Williams Consulting, Inc. to extend the contract period from October 31, 2011, to June 30, 2012, for professional consulting services of the Tonto Creek Bridge.

Attachments

Amendment No. 1 to Contract No. 6511.526/10-2010

Original Contract 6511.526/10-2010

Tommie C. Martin, District I Supervisor
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029 Ext. 7100

Michael A. 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

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

GILA COUNTY
www.gilacountyaz.gov

PROFESSIONAL CONSULTING SERVICES CONTACT NO. 6511.526/10-2010

TONTO CREEK BRIDGE

AMENDMENT #1

Effective December 14, 2010, Gila County and C.L. Williams Consulting, Inc. entered into a contract whereby C.L. Williams agreed to provide Professional Consulting Services for the Tonto Creek Bridge Project. The contract expires October 31, 2011.

Amendment #1 to the contract will extend the contract expiration date to June 30, 2012. The consultant has finished phase 1 to the scope of work but in order to move forward with phases 2 and 3 the Environmental Assessment (EA) Document portion of the project must be complete. The U.S. Fish and Wildlife Service (USFWS) required formal consultation on the Biological Opinion portion of the EA which increased the amount of completion time. Once the EA document is signed the Engineer can move forward with the final design which will allow the Consultant to continue with the Technical Reviews-Environmental Permits, DCR and Design. The final design will take about eight months to complete.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

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 this _____ day of _____, 2011.

CONTRACT NO. 6511.526/ 10-2010 TONTO CREEK BRIDGE
AMENDMENT #1

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, 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**

C.L. WILLIAMS CONSULTING, INC.

Charles L Williams

Engineer Signature

CHARLES L. WILLIAMS

Print Name

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

GILA COUNTY

www.gilacountyaz.gov

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

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

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

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 6511.526/10-2010

TONTO CREEK BRIDGE

THIS AGREEMENT, made and entered into this 14th day of **December**, **2010**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and C.L. Williams Consulting, Inc. of the City of Pinetop, County of Navajo State of Arizona, hereinafter designated the **CONSULTANT**.

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

ARTICLE I – SCOPE OF SERVICES: Gila County is currently planning for a new bridge across Tonto Creek near Punkin Center south of Payson. This will be a new crossing as well as the associated access roadway. The County has obtained an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation to provide funding. Given the nature of the funding, the project will also be submitted for review to the Federal Highway Agency (FHWA). The scope of the project includes: necessary survey and right-of-way, various engineering studies, environmental permitting studies, preliminary engineering, design concept reports and final design documents.

The Consultant will assist the County in the technical review and support during the permitting, concept design, agency coordination, and final design phase of the project.

In accordance with this project understanding, Consultant proposes to complete the Tonto Creek Bridge Technical Support Services in accordance with the following Scope of Services:

Technical Review Services: Environmental Permitting, Design Concept Report (DCR) and Plans, Specifications & Estimates (PS&E)

***TASK 1*: Data Collection, Coordination and Meetings**

Consultant will support the County during development of the necessary federal environmental permits, DCR and the actual design phase of the PS&E for the project by providing necessary technical review services. The Consultant will work closely with the design consultant to ensure that all necessary project elements are clearly understood and addressed. Review of the structural engineering elements of the bridge structure will either be performed by ADOT or by a qualified structural engineering sub consultant to the Consultant.

The work under this task will include all necessary agency coordination, design criteria assistance, review of environmental permitting and design submittals (design plan submittals at the 30, 60, 90, and 95-percent design stage) and all supporting design documentation required for the project. The Consultant anticipates that all required coordination will occur at the County's Globe Office or at the project site near Punkin Center.

Consultant will be responsible for coordinating all technical data submittal needs with the design consultant and affected agencies. The Consultant will be responsible for supporting the County Project Manager regarding stakeholder coordination and public involvement as those efforts are conducted by the design consultant.

At a minimum the following meetings will be required to meet the goals and objectives of the design and post-design phase of the project:

1. Monthly progress meetings with the County Project Manager, Consultant Project Manager and other necessary stakeholders/agencies to review the project progress including any issues.
2. Technical submittal and comment response meetings to cover the results of the technical review performed at each environmental permitting or design submittal stage (30, 60, 90, and 95-percent).

The design consultant will coordinate directly with the Consultant Project Manager on technical issues and the Consultant Project Manager will provide summaries and action item lists for the County Project Manager as needed.

Additional coordination with other stakeholders such as the ADOT, FHWA, Tonto National Forest...etc. are also included within this task and assume that any and all required coordination will either occur in Phoenix or the County's Globe Office.

The Consultant Project Manager will attend all meetings and inform the County by telephone, fax or e-mail on progress relating to the project.

***TASK 2*: Technical Reviews – Environmental Permits, DCR and Design Phase**

Consultant will conduct technical reviews of the environmental permit documents and DCR and will issue written list of items that need to be addressed by the design consultant. The design consultant will be

required to follow ADOT DCR report format criteria and the reviews will be performed by a registered professional engineer.

Technical reviews will be performed using primarily design standard, details and specifications of the ADOT to ensure consistency and to reduce possible FHWA review delays.

Once the Environmental Permit and DCR have been completed, the Consultant will provide technical review services of the PS&E. Given the terms of the IGA it is assumed that the design consultant will develop the plans using MicroStation. Specifications will be required to follow, in general, ADOT's 2008 Standard Specifications for Road and Bridge Construction and therefore may require use of ADOT standard special provisions for the bidding document. The estimate will, in general, follow ADOT cost development practices.

On receipt of each submittal the reviewer will issue comments within fourteen (14) calendar days and the design consultant will have fourteen (14) days to provide a written response.

***TASK 3*: Deliverables**

Consultant will provide the County Project Manager with one (1) copy of all submitted documentation by the design consultant including all e-mails, meeting summary notes, records and general correspondence between any involved stakeholders.

ASSUMPTIONS USED TO DEVELOP THIS SCOPE

The following assumptions were used to develop the above scope of work for this project.

1. The project schedule consists of the following:
    a. Six to eight (6-8) months for the Design Concept Report development, review, coordination, meetings and approval.
    b. Eight to twelve (8-12) months for the Environmental Assessment (EA).
    c. No delay between DCR approval and PS&E development.
    d. Twelve (12) months for the PS&E phase. This will begin once the EA is issued.
2. PS&E will be done in accordance with ADOT and FHWA requirements.
3. Plan submittals will be made using Adobe Acrobat (.pdf).

CONTRACT TIMELINE HISTORY

The Consultant has been involved in the Tonto Bridge project since 2007. Due to their extensive knowledge and involvement with the project it is beneficial to the County to continue with the same Consultant.

Contract No.	PO Amount	Description
6510.341.526/4-2009	$19,646.00	Phase I - Scope of Work
"	$80,000.00	Phase II – Time & Material
"	$1,867.50	Remaining on PO as of 10-8-10

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 Steve Stratton, 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 Steve Stratton, 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 subcontract is suspended or terminated as a result, Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Consultant approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

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

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

ARTICLE V – SCHEDULE & FEES: Upon receipt of the Notice to Proceed and the information to be provided by the County, it is anticipated that completion of these services will be done in accordance with the schedule provided within the assumptions portion of this Scope of Services.

The services will be provided to Gila County on a Time and Materials (T&M) and not-to-exceed fee basis based on the 2007 Consultant fee rate schedule.

The Consultants fee schedule for the tasks outlined in the Scope of Services is as follows:

Technical Review – Environmental Permits, DCR and PS&E		
Task Number	Task Description	Fee
1	Data Collection, Coordination and Meetings	T&M
2	Technical Reviews – Environmental Permits, DCR and PS&E	T&M
3	Deliverables	T&M
	Total	**$ 119,000**

Contract term shall be in effect from date approved by Board of Supervisors and ending October 31, 2011.

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

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

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

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 **$119,000.00.** Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Consultant.

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 the Consultant, the County agrees to pay the amount of not more than **$ 119,000.00** 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 CONSULTING SERVICES CONTRACT NO. 6511.526/10-2010
TONTO CREEK BRIDGE

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

Marian Sheppard, Deputy Clerk of the Board

APPROVED AS TO FORM:

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

C.L. WILLIAMS CONSULTING, INC.:

Signature of Consultant

CHARLES L. WILLIAMS
Print Name

ARF-773 **Consent Agenda Item 4- M**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For: Daisy Flores Submitted By: Valrie Bejarano, Finance Department

Department: County Attorney

Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	9-1-2011 to 8-30-2012	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Presenter's Name:

Information

Request/Subject

Lease Agreement Renewal with Payson Place LLC

Background Information

The office space provided for the Gila County Attorney's Office in the County Complex at 714 S. Beeline, Suite 202, was no longer sufficient to house office personnel requiring the need to lease additional office space. The current leased location, 616 South Beeline Highway, Suite 3, Payson, Arizona, was first leased in October 2007, to house the Payson Detective Unit of the Gila County Attorney's Office provide one conference room. The monthly rent includes standard utilities of electric, gas and water and is below market rate.

Evaluation

There is not sufficient space available in the County Complex in Payson, Arizona to adequately house the County Attorney's Office. Leased property is necessary to provide sufficient space for the Gila County Attorney's Office in Payson, Arizona. The renewal of this lease will allow the retention of needed office space for a reasonable quarterly cost of $2,150.40.

Conclusion

The lease for 616 South Beeline Highway, Suite 3, Payson, Arizona, should be approved to continue providing necessary office space for the Gila County Attorney's Office in Payson, Arizona. The renewal period will term on 8-30-2012 with the option to renew.

Recommendation

The Gila County Attorney recommends that the Board of Supervisors approve the Lease Agreement Renewal with Payson Place LLC for a period of one year.

Suggested Motion

Authorization of the Chairman's signature on the Lease Agreement Renewal between Gila County and Payson Place LLC, for office space for the County Attorney's Office located in Payson at 616 South Beeline Highway, Suite #3, from September 1, 2011, to August 30, 2012, in the amount of $8,601.60 per year.

Attachments

Lease Agreement Renewal with Payson Place LLC

Original Agreement & Addendum

LEASE AGREEMENT

This Lease is made between Payson Place LLC, an Arizona limited liability company, hereinafter Lessor and Gila County, Arizona, for the benefit of the Gila County Attorney's Office, hereinafter Lessee.

Lessor does hereby lease to Lessee the following described premises: 616 South Beeline Highway, Suite #3, Payson, Arizona, 85541, known as Payson Place.

Lessor will be responsible for the maintenance of the roof and exterior of the building. Lessee will be responsible for maintenance of the leased portion of the building including light fixtures, plumbing and electrical.

Lessor will be responsible for all utilities with the exception of telephone and cable.

Lessor will maintain heating and cooling equipment.

Lessee shall be liable at all times during this lease for liability insurance of $50,000 minimum.

Lessor shall be responsible for insurance on glass.

All alterations, remodeling and exterior signs are subject to Lessor's approval.

The term of this lease shall be from September 1, 2011 to August 30, 2012, with the option to renew. Rent may be negotiated based on market at the end of this lease term if the option to renew is accepted.

The monthly rent for this lease will be Seven Hundred Dollars ($700.00) plus 2.4% ($16.80) privilege tax. (Privilege tax is comprised of a 0.5% tax charged by the State of Arizona and 1.9% tax charged by the Town of Payson.)

Lessee will pay rent of $ $4,200.00 plus privilege tax of $100.80 for six (6) month's rent. The Lessor, P.O. Box 7307, Phoenix, Arizona, 85011, will send an invoice for each six (6) months of the lease, as applicable, within thirty (30) days of the due date. In the event this lease is terminated, Lessor will return to Lessee all unexpended prepaid rent.

Lessor acknowledges that the Lessee is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event the public funds are unavailable and are not appropriated for the performance of Lessee's obligations under this contract, then this contract shall automatically expire without penalty to Lessor after written notice to Lessee of the unavailability and non-appropriation provisions for its convenience or to circumvent the requirements of this contract, by only as an emergency fiscal measure.

Lessor agrees to defend, indemnify and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part of the negligence or misconduct of Lessor, except to the extent same are caused by the negligence or willful misconduct of Lessee. It is the intent of this section to require the provider to indemnify Gila County, Lessor, to the extent permitted under Arizona Law.

Lessee accepts premises in an as is condition. At the expiration of this Lease, Lessee agrees to return possession of the premises to Lessor in as good condition as received, reasonable wear and tear expected.

If rent is not paid when due and the Lessee fails to pay rent within five (5) days after written notice, the Lessor may terminate this Lease reserving rights to recover damages, obtain injunctive relief and recover possession by action in forcible detainer. Lessee and Lessor agree that in any legal action the prevailing party will be awarded attorney's fees.

This lease is subject to the cancellation provisions of A.R.S. §38-511.

Dated this _____ day of _____, 2011.

Lessee:

GILA COUNTY BOARD OF SUPERVISORS

_____

Tommie C. Martin, Chairman
Board of Supervisors

Lessor:

PAYSON PLACE LLC

_____

Managing Member of Payson Place LLC
Brent Meszaros

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**

FIRST AMENDMENT TO LEASE

This First Amendment to Lease made this 14th day of August, 2008, by and between Payson Place, LLC, an Arizona limited liability company, hereinafter referred to as "Lessor" and Gila County, Arizona, for the benefit of the Gila County Attorney's Office, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Landlord leased certain Premises to Lessee in Suite 3 on the attached site plan, in Payson Place located at 616 S Beeline Hwy, City of Payson, County of Gila, State of Arizona, pursuant to that certain Lease Agreement dated October 1, 2007, hereinafter referred to as the "Lease", in which the Premises are more particularly described: and,

WHEREAS, Lessor and Lessee are mutually desirous of amending the terms of the Lease as provided herein below.

NOW, THEREFORE, for Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby mutually agree as follows:

1. To renew the lease for a term of one year beginning 9/1/08 and expiring 8/31/2009. The monthly rent for this lease will be Seven Hundred Dollars ($700.00) plus 2.4% ($16.80) privilege tax. (Privilege tax is comprised of a .5% tax charged by the State of Arizona and 1.9% tax charged by the Town of Payson).

For convenience of the parties the Lessee will pay rent of $2,100 plus privilege tax of $50.40 for three (3) months rent or $4,200 plus privilege tax of $100.80 for six (6) months rent. Final terms defined upon acceptance of this Lease. The Lessor through Valley Management, P. O. Box 7307, Phoenix, Arizona 85011, will send an invoice for each three (3) months or six (6) months of the lease, as applicable, within thirty days of due date. In the event this lease is terminated, Lessor will return to Lessee all unexpended prepaid rent.

All other terms and conditions of the Lease October 1, 2007, unless specifically amended hereby, shall remain in full force and effect through the end of the Extended Lease Term.

TENANT:

Gila County Arizona

By: _____
Chairman, Gila County Board of Supervisors

LANDLORD:

Payson Place LLC

By: _____
Brent Meszaros
Its: Managing Member

Approved:

By: _____

For Gila County Attorney

LEASE

This Lease is made between Payson Place, LLC, an Arizona limited liability company, hereinafter Lessor and Gila County, Arizona, for the benefit of the Gila County Attorney's Office, hereinafter Lessee.

Lessor does hereby lease to Lessee the following described premises: 616 South Beeline Highway, Suite #3, Payson, Arizona 85541, known as Payson Place.

Lessor will be responsible for the maintenance of the roof and exterior of the building. Lessee will be responsible for maintenance of the leased portion of the building including light fixtures, plumbing and electrical.

Lessor will be responsible for all utilities with the exception of telephone and cable.

Lessor will maintain heating and cooling equipment.

Lessee shall be liable at all times during this lease for liability insurance of $50,000 minimum.

Lessor shall be responsible for insurance on glass.

All alterations, remodeling and exterior signs are subject to Lessor's approval.

A Security Deposit of $500.00 is due with the first month's rent.

The term of this lease shall be from September 1, 2007 to August 30, 2008, with option to renew. Rent may be negotiated based on market at the end of this lease term if the option to renew is accepted.

The monthly rent for this lease will be Five Hundred Dollars ($500.00) plus 2.4% ($12.00) privilege tax. (Privilege tax is comprised of a .5% tax charged by the State of Arizona and 1.9% tax charged by the Town of Payson).

For convenience of the parties the Lessee will pay rent of $1,500 plus privilege tax of $36.00 for three (3) months rent or 3,000 plus privilege tax of $72.00 for six (6) months rent, together with the $500.00 security deposit. Final terms defined upon acceptance of this Lease. The Lessor through Valley Management, P. O. Box 7307, Phoenix, Arizona 85011, will send an invoice for each three (3) months or six (6) months of the lease, as applicable, within thirty days of due date. In the event this lease is terminated, Lessor will return to Lessee all unexpended prepaid rent.

Lessor acknowledges that the Lessee is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event the public funds are unavailable and are not appropriated for the performance of Lessee's obligations under this contract, then this contract shall automatically expire without penalty to Lessor after written

notice to Lessee of the unavailability and non-appropriation provisions for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

Lessor agrees to defend, indemnify and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of Lessor, except to the extent same are caused by the negligence or willful misconduct of Lessee. It is the intent of this section to require the provider to indemnify Gila County, Lessor, to the extent permitted under Arizona Law.

Lessee accepts premises in an as is condition. At the expiration of this Lease, Lessee agrees to return possession of the premises to Lessor in as good condition as received, reasonable wear and tear expected.

If rent is not paid when due and the Lessee fails to pay rent within five days after written notice, the Lessor may terminate this Lease reserving rights to recover damages, obtain injunctive relief and recover possession by action in forcible detainer. Lessee and Lessor agree that in any legal action the prevailing party will be awarded attorney's fees.

This lease is subject to the cancellation provisions of A.R.S. §38-511.

Dated this 1 day of October, 2007.

Lessor: Payson Place LLC

By _____
Managing Member of Payson Place LLC
C/o Valley Management, P. O. Box 7307, Phoenix, Arizona
R Brent MESZAROS

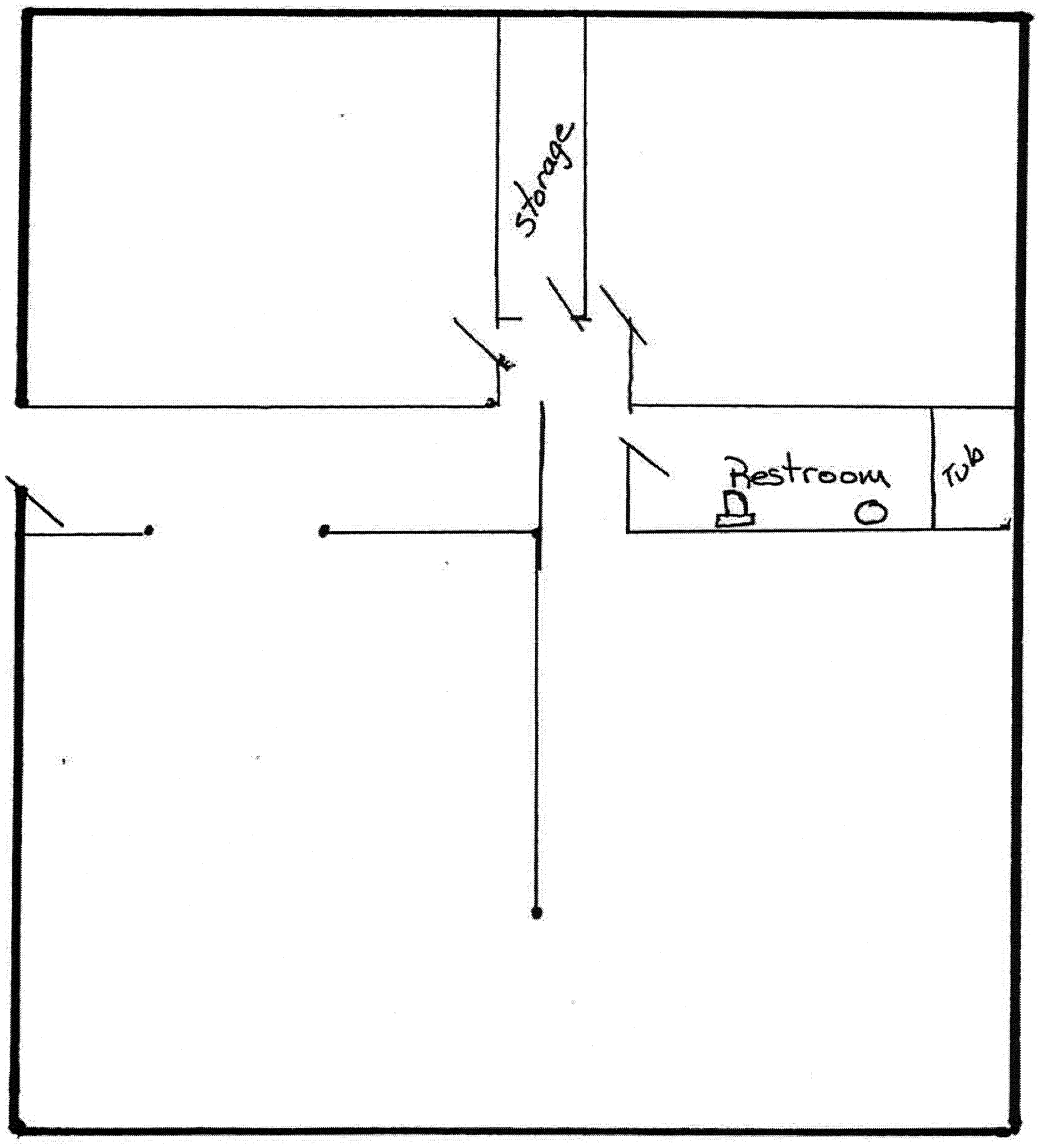
Lessee: Gila County Arizona

By _____ 10/16/07
Chairman, Gila County Board of Supervisors

Approved:

_____
for Gila County Attorney

Suite 3



ARF-801 **Consent Agenda Item 4- N**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Barbara Valencia	Submitted By:	Barbara Valencia, Community Services Division
Department:	Community Services Division	Division:	WIA Department
Fiscal Year:	Program Year 2010	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2009 - June 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:			

Information

Request/Subject

Amendment No. 2 to an Intergovernmental Agreement (Contract No. DE101056001) with the Arizona Department of Economic Security and Gila County REPAC

Background Information

The purpose of this Intergovernmental Agreement is to provide the required One-Stop services outlined in the Workforce Investment Act of 1998. As a mandated partner in the One-Stop Delivery System, the Arizona Department of Economic Security shall provide REPAC (Re-Employment and Placement Assistance Center) the necessary office space to perform work duties.

On May 4, 2010, the Board of Supervisors approved the original contract DE101056001.

On May 17, 2011, the Board of Supervisors approved Amendment No. 1 which revised Indirect Charges to 19.54%.

Evaluation

The Arizona Department of Economic Security (DES) shall provide Gila County REPAC workspaces at Safford to perform work duties. REPAC is no longer based in Lake Havasu; therefore, this location site is being removed from the Agreement. Gila County REPAC will reimburse DES for usage of the workplace and a percentage of the common area at the Safford site on a monthly basis.

Conclusion

Amendment No. 2 to the Intergovernmental Agreement between the Arizona Department of Economic Security and Gila County REPAC has been revised as follows:

Pursuant to Section 4.0 Amendments and Modifications, and in accordance with Paragraph 30.0 Occupancy Information, the following changes are made to the original agreement based on the Gila County REPAC written request of July 6, 2011.

1) Paragraph 30.1, Site Location(s) removed:
Location 1 - Lake Havasu
228 London Bridge Road
Lake Havasu, Arizona 86403

2) Paragraph 30.3: remove the entire paragraph as written.

3) Paragraph 30.4: remove the entire paragraph as written.

Recommendation

Recommendation to approve Amendment No. 2 to Intergovernmental Agreement No. DE101056001 between Arizona Department of Economic Security and Gila County REPAC.

Revised Paragraph 30.0 Occupancy Information:
1) Paragraph 30.1, Site Location(s) removed Location 1 - Lake Havasu.
2) Paragraph 30.3: remove the entire paragraph as written.
3) Paragraph 30.4: remove the entire paragraph as written.

Suggested Motion

Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. DE101056001) between the Arizona Department of Economic Security and Gila County REPAC to: (1) revised Paragraph 30.1 - remove Location 1 - Lake Havasu; (2) remove entire paragraph 30.3 as written; and (3) remove entire paragraph 30.4 as written.

Attachments

Amendment 2 to DE101056001

AMENDMENT NO. 1 CONTRACT DE101056001

CONTRACT DE101056001

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County REPAC 5515 South Apache Avenue P. O. Box 2778 Globe, Arizona 85502	DE101056001
	3. AMENDMENT NUMBER 2

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 4.0, Amendments and Modifications, and in accordance with Paragraph 30.0, Occupancy Information, the following changes are made to the original agreement based on the Gila County REPAC written request of July 6, 2011.

1) Paragraph 30.1, Site Location(s) remove: Location I – Lake Havasu
DES Location 421
228 London Bridge Road
Lake Havasu, Arizona 86403

2) Paragraph 30.3: remove the entire paragraph as written.

3) Paragraph 30.4: remove the entire paragraph as written.

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

6. 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.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	8. NAME OF CONTRACTOR Gila County Board of Supervisors dba Gila County REPAC
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration Unit 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

Date: _____

By: _____
Public Agency Legal Counsel

Date: _____

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County REPAC 5515 South Apache Avenue P. O. Box 2778 Globe, Arizona 85502	DE101056001 3. AMENDMENT NUMBER 1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

REVISE

Section 31.0 Indirects

FROM:

31.3.1 Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved." will be invoiced at 1.12% for Location I and 1.84% for Location II of the total occupancy costs plus monthly voice bill.

~~CHANGE~~ TO:

31.3.1 Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved." will be invoiced at 19.54% for Location I and 19.54% for Location II of the total occupancy costs plus monthly voice bill.

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

6. 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.

7.	8. NAME OF CONTRACTOR
ARIZONA DEPARTMENT OF ECONOMIC SECURITY	Gila County Board of Supervisors dba Gila County REPAC
SIGNATURE OF AUTHORIZED INDIVIDUAL [signature]	SIGNATURE OF AUTHORIZED INDIVIDUAL [signature]
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Michael A. Pastor
TITLE **Professional Services Unit Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 6/23/11	DATE 5/17/11

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: [signature]
Assistant Attorney General

Date: 6/22/11

By: [signature]
Public Agency Legal Counsel

Date: 5-17-2011

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("DES") and Gila County REPAC (Re-Employment and Pre-Layoff Assistance Center).

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

WHEREAS Gila County REPAC is duly authorized to execute and administer contracts under A.R.S. §11-201; **and,**

WHEREAS DES and Gila County REPAC 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, DES and Gila County REPAC agree to abide by all the terms and conditions set forth in this Agreement.

In accordance with A.R.S. § 35-3903.06, Gila County REPAC certifies that Gila County REPAC does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, Gila County REPAC certifies that Gila County REPAC does not have scrutinized business operations in Sudan.

BY SIGNING THIS FORM ON BEHALF OF GILA COUNTY REPAC, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND GILA COUNTY REPAC TO THIS CONTRACT

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Procurement Officer Signature

Elizabeth G. Csaki, CPPB
Printed Name

Professional Services Unit Manager
Title

6/10/2010
Date

DE101056001
DES Contract Number

FOR AND ON BEHALF OF GILA COUNTY REPAC

Signature

Shirley L. Dawson
Printed Name

Chairman, Gila County Board of Supervisors
Title

5/4/10
Date

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: 6/7/10

By: _____
Public Agency Legal Counsel

Date: 4/10/12

1.0 DES VISION AND MISSION STATEMENTS

1.1 DES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 DES Mission: DES promotes the safety, well-being, and self sufficiency of children, adults, and families."

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between DES and Gila County REPAC.

3.0 TERM OF AGREEMENT

3.1 **TERM**

The term of this Agreement shall have an effective date of July 1, 2009 and end on June 30, 2014, unless otherwise agreed upon by both parties in writing.

3.2 **EXTENSION**

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

3.3 **TERMINATION**

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-materials alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of address.
2. Change of telephone number.
3. Change in authorized signatory.
4. Change in the name and/or address of the person to whom notices are to be sent.
5. Changes in contract related personnel positions of Gila County REPAC which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

5.0 DEFINITIONS

5.1 "DES" is the party who is providing the One-Stop location space.

5.2 "DES Site Location" means the facility where the location of integrated program services will occur.

5.3 "Gila County REPAC" is the party who is locating with DES.

5.4 "Agreement" means the executed Intergovernmental Agreement between the governmental parties.

6.0 PURPOSE OF AGREEMENT

6.1 The purpose of this Agreement is to provide the required one-stop services outlined in 20 CFR 662.200.as required under the Workforce Investment Act of 1998. As a mandated partner in the one-stop service delivery system, DES must provide services in the identified one-stop facility within each Local Workforce Investment Area (LWIA). This agreement outlines the provisions under which DES will provide those services.

7.0 MANNER OF FINANCING

7.1 DES/Employment Services is 100% federally funded.

8.0 SERVICE DESCRIPTION

8.1 Provision of services to clients under the Workforce Investment Act of 1998 to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States and for other purposes.

9.0 RESPONSIBILITIES

9.1 DES and Gila County REPAC agree as follows in order to meet the requirements of the Workforce Investment Act of 1998:

9.2 DES shall provide Gil: unty REPAC with 63.0 net square feet o rkspace at Location I – Lake Havasu City (Section 26.1 Occupancy Information) for Gila County REPAC staff and shall provide the necessary common area needed for Gila County REPAC staff to perform work duties.

9.3 DES shall provide Gila County REPAC with 164.0 net square feet of workspace at Location II - Safford (Section 26.1 Occupancy Information) for Gila County REPAC staff and shall provide the necessary common area needed for Gila County REPAC staff to perform work duties.

9.4 Gila County REPAC will reimburse DES for usage of the workspaces and a percentage of the common area used by Gila County REPAC staff at both locations on a monthly basis.

10.0 REPORTING REQUIREMENTS

10.1 Gila County REPAC shall provide to DES the following reports: Not Applicable

11.0 PAYMENT REQUIREMENTS

11.1 DES will invoice Gila County REPAC within ninety (90) days from the date the charges are incurred under this Agreement.

11.2 Invoices shall be submitted, by DES, to the contact's address in Section 12.1.

11.3 Gila County REPAC shall prepare and issue a warrant within thirty (30) days of receipt of the invoice.

11.4 The warrant shall be submitted to contact and address in Section 12.2.

12.0 NOTICES

12.1 All notices to Gila County REPAC regarding this Agreement shall be sent to the following address:

Breena York
Fiscal Manager, REPAC/WIA
Gila County REPAC
5515 South Apache Avenue
P. O. Box 2778
Globe, Arizona 85502
Phone: (928) 425-7631 ext 8652
Fax: (928) 425-9468
E-Mail: byork@co.gila.az.us

12.2 All notices to DES regarding this Agreement shall be sent to the following address:

Kathryn Todd, Programs & Projects Specialist
Budget & Planning Unit
AZ/DES/Employment Administration
Site Code: 734A
1789 West Jefferson Road
Phoenix, Arizona 85007
Phone: 602-542-0929
Fax: 602-541-3690
E-mail: KTodd@azdes.gov

12.3 Notices, requests, or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective address as indicated above.

12.4 All notices shall reference the contract number(s) as indicated on the signature page of this Agreement.

12.5 The DES Local Office Coordinator staffed at each location site will handle routine non-monetary office and facility related issues or concerns.

13.0 DISPOSITION OF PROPERTY

13.1 It is the purchasing party's responsibility to dispose of furniture or office equipment purchased during the term of this Agreement as authorized in that party's rules and regulations.

14.0 OTHER MATTERS

14.1 Not Applicable

15.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

15.1 Funds may not prese be available for performance under this ement beyond the current fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by DES at the end of the period for which funds are available.

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

16.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR

16.1 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:

16.1.1 Reduce payments or units authorized;

16.1.2 Accept a decrease in price offered by Gila County REPAC;

16.1.3 Cancel the Contract;

16.1.4 Cancel the Contract and re-solicit the requirements; or

16.1.5 The Director of DES shall have the sole and unfettered discretion in determining the availability of funds. The DES and Gila County REPAC may mutually agree to reduce reimbursement to the DES when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

17.0 ARBITRATION

17.1 The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

18.0 CANCELLATION FOR CONFLICT OF INTEREST

18.1 Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when Gila County REPAC received written notice of the cancellation, unless the notice specifies a later time.

19.0 NON-DISCRIMINATION

19.1 Gila County REPAC shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Gila County REPAC shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

20.0 COMPLIANCE WITH APPLICABLE LAW

20.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and Gila County REPAC shall maintain all applicable licenses and permit requirements.

21.0 DATA SHARING AGREEMENT

21.1 If determined by the DES that sharing of confidential data will occur with Gila County REPAC, Gila County REPAC shall complete the DES Data Sharing Request Agreement and submit the completed Agreement to DES/EA Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between Gila County REPAC and each DES Program sharing confidential data.

22.0 **INDEMNIFICATION**

22.1 Indemnification for Gila County REPAC

22.1.1 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.

23.0 **INSURANCE REQUIREMENTS**
23.1 Insurance Requirements for Governmental Parties to an IGA:
23.1.1 None.

24.0 IT 508 COMPLIANCE
24.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. §41-2531 and 2532 and Section 508 o0f 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.

25.0 RECORDS AND AUDIT
25.1 Pursuant to A.R.S. §35-214 and §35-215, Gila County REPAC shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by DES at reasonable times. Upon request, Gila County REPAC shall produce the original of any of all such Records at no cost.

26.0 RIGHT OF OFFSET
26.1 DES shall be entitled to offset against any sums due Gila County REPAC, any expenses or costs incurred by the DES, or damages assessed by the DES concerning Gila County REPAC's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

27.0 THIRD-PARTY ANTITRUST VIOLATIONS
27.1 Gila County REPAC assigns to DES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to Gila County REPAC, toward fulfillment of this contract.

28.0 FINGERPRINTING
28.1 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:
28.1.1 Personnel who are employed by Gila County REPAC, 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 DES 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 (7) working days of employment.
28.1.2 Gila County REPAC shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. DES may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
28.1.3 Except as provided in A.R.S. §46-141 (as may be amended), this contract may be cancelled or terminated immediately if a person employed by Gila County REPAC 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.
28.1.4 Personnel who are employed by any Gila County REPAC whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by DES and notarized whether they are awaiting trial on of have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).
28.1.5 Personnel who are employed by any Gila County REPAC, whether paid or not, and who are required or allowed to provide services directly to juveniles shall on forms provided by DES 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.
28.1.6 Federally recognized Indian tribes or military bases may submit and DES 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).

29.0 FEDERAL IMMIGRATION AND NATIONALITY ACT
29.1 By entering into this Agreement, both parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration

status of its employe Both parties shall obtain statements fror eir subcontractors certifying compliance and shall furnish the atements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Both parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

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

30.0 OCCUPANCY INFORMATION

30.1 **Site Location(s)**

Location I – Lake Havasu
DES Location 421
228 London Bridge Road
Lake Havasu, Arizona 86403

Location II – Safford
DES Location 631
1938 Thatcher Blvd
Safford, Arizona 85546

30.2 **Costs**

Determination of the proportionate share of monthly occupancy costs, as well as other costs herein, is based on the square foot allocation.

30.3 **Location I – Lake Havasu**

Total gross square feet of DES's building space is 14,812.00.
Number of DES workstations 64 and 5,552 net square feet.
Number of Gila County REPAC workstations 1 and 63.00 net square feet.
DES's percent of the building area is 98.88% and 14,645.82 gross square feet.
Gila County REPAC's percent of building area is 1.12% and 166.18 gross square feet.

30.4 DES will invoice Gila County REPAC $236.80 for their 1.12% share of the occupancy costs as per Section 30.3. This is based on the annual per square foot rate of $17.10 times 166.18 square feet allocated divided by 12 months.

30.5 **Location II – Safford**

Total gross square feet of DES's building space is 14,706.00.
Number of DES workstations 81 and 8,764.70 net square feet.
Number of Gila County REPAC workstations 2 and 164.00 net square feet.
DES's percent of the building area is 58.38% and 14,435.88 gross square feet.
Gila County REPAC's percent of the building area is 1.84% and 270.12 gross square feet.

30.7 DES will invoice Gila County REPAC $305.90 for their 1.84% share of the occupancy costs as per Section 30.5. This is based on the annual per square foot rate of $13.59 times 270.12 square feet allocated divided by 12 months.

30.8 The occupancy costs for both locations will include the following services:

Electricity
Gas Service
Water/sewer
Trash
Housekeeping, including supplies
Exterior ground maintenance
Janitorial, including routine supplies

30.9 DES shall ensure the maintenance of the structural elements, heating, cooling and other systems of both locations.

30.10 Any requests by Gila County REPAC for changes, alterations or modifications to their work space after move in will be submitted to DES's designated site coordinator for processing of the work order to the appropriate DES personnel. If the work order is approved, the costs will be billed to Gila County REPAC at the address in Section 12.1.

30.11 Any request for an exterior sign(s) must be approved in advance by DES. Signage requests must comply with all City code/ordinance requirements and in non-owned facilities will also require advance approval regarding any sign requirements/standards that they may have. Upon termination of this Agreement, any costs to remove a sign(s) and/or to return the building to its original conditions, installed at Gila County REPAC's request, will be assigned to Gila County REPAC.

30.12 Any changes to DES' direct costs shall be justified, separately negotiated and included as amendments to this Agreement.

31.0 Indirects

31.3.1 Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved." will be invoiced at 1.12% for Location I and 1.84% for Location II of the total occupancy costs plus monthly voice bill.

32.0 TELECOMMUNICATIONS – VOICE/DATA

32.1 DES will provide the following voice requirements, wiring, and installation as identified for Location I:

- ☒ Instruments/lines
- ☒ Voice Mail
- ☒ T-1 Line(s)
- ☒ Telephone(s)
- ☐ Fax machine – Resource Room/Office Area
- ☒ UI Ring Down Phone Line
- ☒ Maintenance and repair of instruments

32.2 Gila County REPAC will provide the following voice requirements, wiring, and installation as identified for Location I:

- ☐ Instruments/lines
- ☐ Voice Mail
- ☐ T-1 Line(s)
- ☒ Fax machine
- ☒ Maintenance and repair of instruments

32.3 DES will provide the following voice requirements, wiring, and installation as identified for Location II:

- ☒ Instruments/lines
- ☒ Voice Mail
- ☒ T-1 Line(s)
- ☒ Telephone(s)
- ☐ Fax machine – Resource Room/Office Area
- ☒ UI Ring Down Phone Line
- ☒ Maintenance and repair of instruments

32.4 Gila County REPAC will provide the following voice requirements, wiring, and installation as identified for Location II:

- ☐ Instruments/lines
- ☐ Voice Mail
- ☐ T-1 Line(s)
- ☒ Fax machine
- ☒ Maintenance and repair of instruments

32.5 **Voice Communication Charges**

For voice communication charges each month, DES will invoice the actual costs of the voice communications based upon the proportionate share of the voice communications for the preceding month to Gila County REPAC.

32.5.1 The percentage invoiced for Location I will be 1.12%. This is based on the percent of occupancy per Section 30.3 of this Agreement.

32.5.2 The percentage invoiced for Location II will be 1.84%. This is based on the percent of occupancy per Section 30.5 of this Agreement.

32.6 **Voice Communications**

Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment.

32.7 **Data Communications**

Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

33.0 OFFICE FURNITURE AND EQUIPMENT

33.1 DES will provide the following at the Location I:

- ☒ Office supplies for DES staff
- ☐ Desk(s)
- ☐ Side chair(s)
- ☐ Computer table (s)
- ☒ 1 Modular workstation(s)
- ☐ Partitioned workstation(s)
- ☒ Chair(s)
- ☐ File cabinet(s)
- ☒ Copier(s)

33.2 Gila County REPAC will provide the following at the Location I:

- ☐ Modular workstation(s)
- ☒ 1 Printer(s)
- ☒ 1 Side chair(s)
- ☐ Computer table (s)
- ☒ Office supplies for Gila County REPAC staff
- ☒ 1 Bookcase(s)
- ☐ Chair(s)
- ☒ 1 File cabinet(s)
- ☐ Copier(s)
- ☒ 1 PC(s)

33.3 DES will provide the following at the Location II:

- ☒ Office supplies f ES staff
- ☐ Desk(s)
- ☐ Side chair(s)
- ☐ Computer table (s)
- ☒ 1 Modular workstations
- ☐ Partitioned w tation(s)
- ☐ Chair(s)
- ☐ File cabinet(s)
- ☒ 1 Copier(s)
- ☒ 1 Office(s)

33.4 Gila County REPAC will provide the following at the Location II:

- ☐ Modular workstation(s)
- ☒ 1 Printer(s)
- ☒ 2 Side chair(s)
- ☐ Computer table (s)
- ☒ Office supplies for Gila County REPAC staff
- ☒ 2 Bookcase(s)
- ☒ 2 Chair(s)
- ☒ 2 File cabinet(s)
- ☐ Copier(s)
- ☒ 2 PC(s)

33.5 The purchasing party shall retain all furniture and office equipment purchased during the term of this Agreement.

33.6 **Equipment Supplies**

The equipment supplies used such as paper, toner and maintenance costs are the responsibility of each program.

33.7 **Office Supplies**

Each party will be responsible for providing its own staff with office supplies needed to perform their work duties.

34.0 VETERANS' PRIORITY PROVISIONS

34.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a
veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at http://www.doleta.gov/programs/VETs/ for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

35.0 AMERICANS WITH DISABILITY ACT

35.1 Both parties to this Agreement shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

36.0 COMPLIANCE WITH CIVIL RIGHTS ACT

36.1 Both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services.

37.0 SALARY AND BONUS LIMITATIONS

37.1 In compliance with Public Law 110-161 (and any other applicable appropriation provision), none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing

goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

38.0 EMPLOYMENT DISCLAIMER PROVISION

38.1 This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture, partnership, or format business association or organization of any kind and the rights and obligations of the parties shall be only those expressly set forth in the Agreement.

39.0 CONFIDENTIALITY OF RECORDS

39.1 Gila County REPAC shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in it's records or obtained from the State or from others in carrying out its functions under the MASGER PROGRAM AGREEMENT shall be used by or disclosed by it, it's agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State.

40.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

40.1 Due to security and identify protection concerns, direct services under this Agreement 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 Agreement. This provision applies to work performed by subcontractors at all tiers.

41.0 ATTACHMENTS

41.1 Gila County REPAC shall comply with the attached:

41.1.1 Attachment 1 Assurances and Certification Signature Page
41.1.2 Attachment 2 Procurement Contract Provisions
41.1.3 Attachment 3 Retention and Access Requirements for Records
41.1.4 Attachment 4 Assurances – Non-Construction Programs
41.1.5 Attachment 5 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
41.1.6 Attachment 6 Certification Regarding Lobbying
41.1.7 Attachment 7 Drug-Free Workplace Certification
41.1.8 Attachment 8 Nondiscrimination & Equal Opportunity Assurance
41.1.9 Attachment 9 Certification of Release of Information
41.1.10 Attachment 10 Certificate Regarding Environmental Tobacco Smoke
41.1.11 Attachment 11 Other Administrative Requirements
41.1.12 Attachment 12 OMB Circular A-87 Revised
41.1.13 Attachment 13 WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

42.0 EXHIBITS

42.1 The following list of exhibits constitutes an integral part of subject Agreement:

42.1.1 NONE

ASSURANCES AND CERTIFICATIONS – SIGNATURE PAGE

The Department of Labor will not award a grant or agreement where the grantee/recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. Therefore, Department of Economic Security/Employment Administration cannot award a grant or agreement where the sub-grantee/sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing and returning this signature page, the grantee/recipient is providing the certifications set forth below:

A. **Assurances - Non-Construction Programs (SF 424 B)**

B. **Certification Regarding Debarment and Suspension.. (29 CFR Part 98)**

C. **Certification Regarding Lobbying (29 CFR Part 93)**

D. **Drug Free Workplace Certification (29 CFR Part 98)**

E. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37),**

F. **Certification of Release of Information**

G. **Certification Regarding Environmental Tobacco Smoke**

H. **Other Administrative Requirements**

I. **OMB Circular A-87 Revised**

APPLICANT NAME and LEGAL ADDRESS:

NAME
ADDRESS
CITY, STATE, ZIP

If there is any reason why one of the assurances or certifications listed cannot be signed, please explain. Gila County REPAC need only submit and return this signature page with the Intergovernmental Service Agreement. All other instructions shall be kept on file by Gila County REPAC.

Shirley L Dawson — Chairman
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL — TITLE

Gila County Board of Supervisors — 5/4/10
ORGANIZATION — DATE SUBMITTED

ATTACHMENT 2

29 CFR 97.36 – Procurement - Contract Provisions

(i) Contract provisions. Gila County REPAC's and its sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where Department of Economic Security violates or breaches contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by Gila County REPAC or it's sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled ``Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by Gila County REPAC and the Department of Economic Security or sub-grantees)

(4) Compliance with the Copeland ``Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of $2,000 awarded by Gila County REPAC and sub-grantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Gila County REPAC and sub-grantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the Gila County REPAC, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Department of Economic Security which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after Gila County REPAC or sub-grantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of $100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19. 1995]

29 CFR 97.42 - Retention and access requirements for records

(a) **Applicability.**

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of Gila County REPAC or sub-grantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by Gila County REPAC or sub-grantees. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).

(b) **Length of retention period.**

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with Gila County REPAC and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the Gila County REPAC or sub-grantee.

(c) **Starting date of retention period**

(1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Gila County REPAC or sub-grantee submits to the awarding agency it's single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the Gila County REPAC submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Gila County REPAC submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or sub grant support. In some cases Gila County REPAC must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the Gila County REPAC's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Gila County REPAC) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Gila County REPAC) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting

recorc arts from end of the fiscal year (or other a unting period) covered by the proposal, plan, or other computation.

ATTACHMENT 3 CONTINUED

(d) **Substitution of microfilm**. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) **Access to records**

(1) Records of Gila County REPAC and sub-grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Gila County REPAC and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) **Restrictions on public access**. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, Gila County REPAC and sub-grantees are not required to permit public access to their records.

ATTACHMENT 4
ASSURANCES NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of Information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §~1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (C) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally-assisted construction sub-agreements.

10 Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (9) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §~469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 at seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 0MB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

ATTACHMENT 5

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal or plan.

ATTACHMENT 6

CERTIFICATION REGARDING LOBBYING

Certification of Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ATTACHMENT 7

DRUG-FREE WORKPLACE CERTIFICATION

Gila County REPAC, Arizona, dba Gila County REPAC Community & Economic Development Department certifies it will continue to provide a drug-free workplace by:

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

2. Establishing an ongoing drug-free awareness program to inform employees about:
   A. The dangers of drug abuse in the workplace;
   B. The grantee's policy of maintaining a drug-free workplace;
   C. Any available drug counseling, rehabilitation, and employee assistance programs; and
   D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:

   A. Abide by the terms of the statement; and
   B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(B), with respect to any employee who is so convicted:

   A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

Gila County REPAC may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, Gila County REPAC, state, zip code):

_____
_____
_____
_____

Check ( ) if there are workplaces on file that are not identified here.

ATTACHMENT 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I B financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I B financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

ATTACHMENT 9

CERTIFICATION OF RELEASE OF INFORMATION

This certification is executed with the signing of the certification signature page and submission with the Agreement package.

CERTIFICATION FOR RELEASE OF INFORMATION

Each grantee must indicate the Federal Share of the grant and the percentage of the grant financed by the Federal share. In this regard, the Certificate for Release of Information is cited below for this purpose. The submission of a signed application containing a copy of this Certification for Release of Information, "shall constitute the necessary certification."

CERTIFICATION

"The grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program, the grantee shall clearly state (1) the percentage of the total cost of the program or project which will be or is being financed with Federal money, and (2) the dollar amount of Federal funds for the project or program; except when, the project or program is competitive."

As the duly authorized representative of the applicant, I hereby certify by signing the certification signature page that the applicant will comply with the assurance and certifications in Part III of the Solicitation for Grant Applications (SGA).

ATTACHMENT 10

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C:

Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting the certification signature page with this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

ATTACHMENT 11

OTHER ADMINISTRATIVE REQUIREMENTS

In performing its responsibilities under this Agreement, the grantee further certifies and assures that it will fully comply with:

29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and the 29 CFR Part 97 clarifications and exceptions specified below:

29 CFR 97.25 - Program Income.

Gila County REPAC **shall** use the Addition method for computing Program Income. The grantee may deduct those costs incident to generation of program income from gross income to determine net program income provided that such costs were not charged to grant funds under this Agreement.

29 CFR 97.31 – Property

Real property includes both real property acquired under this Agreement and real property transferred to this Agreement from prior agreements.

29 CFR 97.32 - Equipment and 29 CFR 97.33 – Supplies

Equipment and Supplies includes both equipment and supplies acquired under this Agreement and equipment and supplies transferred to this Agreement from prior agreements.

Financial Reporting

29 CFR 97.41 (a) and (b)

These are the general parameters for financial reporting.

29 CFR 97.41 (b)

The Employment and Training Administration (ETA) is implementing a new Office of Management and Budget (OMB) approved quarterly financial reporting form to be used for financial reporting starting with the quarter which will end September 30, 2007. The reporting instructions for the newly approved form will be issued shortly and will require that State grantees use the ETA Web-based reporting system for the filing of quarterly financial status reports. A separate report must be completed each quarter for each funding source (See Fund Type) provided under this Agreement until such time as such funds for a given year have been expended or expired (i.e., expired due to statutory provision or expired due to terms of a specific grant/plan, as applicable). The software provided to grantees by the grantor agency will contain a menu listing all funding source reporting options to assist the grantees in full reporting coverage.

29 CFR 97.41 (b) (2)

This requires Gila County REPAC to report program outlays (expenditures) on an accrual basis.

29 CFR 97.41 (c) (1)

The grantee is exempted from the requirement to submit the SF-272, Federal Cash Transactions Report, and the SF-272a, Federal Cash Transactions Report, continuation sheet, provided that the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements.

ATTACHMENT 12

OMB Circular A-87 Revised

Cost Principles for State and Local Governments and the provisions and exceptions specified below:

For those selected items of cost requiring prior approval, the authority to grant or deny approval is delegated to the State for programs funded under this Agreement except that the Secretary reserves the right to require transfer of title on nonexpendable Automated Data Processing Equipment in accordance with the provisions at 29 CFR 97.32 (g). **Pursuant to 20 CFR 652.8(d)(2),** the Secretary reserves the right to exercise prior approval authority in other areas, after providing advance notice to the State. **Accordingly, capital expenditures for real property are allowable as a direct cost only if approved by the Secretary (Grantor).**

For personnel benefit costs charged to Wagner-Peyser Act funds on behalf of Employment Service (ES) employees who are members of fringe benefit plans which do not meet the requirements of OMB Circular A-87, Attachment B, Item 11, the costs of employer contributions or expenses incurred for ES fringe benefit plans are allowable as an addition to OMB Circular A-87, provided that:

(i) For retirement plans: (A) all covered employees joined the plan before October 1, 1983; (B) the plan is authorized by State law; (C) the plan was previously approved by the Secretary; (D) the plan is insured by a private carrier which is licensed to operate this type of plan in the applicable State; and (E) any dividends or similar credits because of participation in the plan are credited against the next premium falling due under the contract;

(ii) For all ES fringe benefit plans other than retirement plans, if the Secretary granted a time extension after October 1, 1983, to the existing approval of such a plan, costs of the plan are allowable until such time as the plan is comparable in cost and benefits to fringe benefit plans available to other similarly employed ES employees. At such time as the cost and benefits of an approved fringe benefit plan are equivalent to the cost and benefits of plans available to other similarly employed ES employees, the time extension will cease and the cited requirements of OMB Circular A-87 will apply; and

(iii) For retirement plans and all other fringe benefit plans covered in (i) and (ii) of this paragraph, any additional costs resulting from improvements of the plans made after October 1, 1983, are not chargeable to funds under this Agreement.

29 CFR PART 96 and 99 (Audit Requirements)

These requirements apply as supplemented by the Wagner-Peyser Act regulations at 20 CFR 652.8(f).

ATTACHMENT 13

WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

POLICY: WIA regulations require that incidents of fraud, waste, abuse or other criminal activity be reported through the incident reporting to the Department of Labor, Office of Inspector General. All Staff and contracted service providers, in accordance with Federal regulation shall include a system of internal controls which ensure resource use is consistent with laws, regulations and policies; are safe guarded against waste, loss and gross mismanagement of funds; are alerted to the potential of fraud. Abuse and/or criminal acts in the WIA programs through conflict of interest, falsification of records or reports and misappropriation of funds or other assets; an lastly, be aware of obligations to report such activities.

PROCEDURES: Reporting of Fraud & Abuse: Information and complaints involving criminal fraud, waste, abuse or other criminal activity by a LWIA or staff must be reported immediately. Reports are made through the Department's Incident Reporting System to the DOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Arizona State Attorney General's Office. **The OIG/DOL Hotline number is 1-800-347-3756.** Email notifications can be made to the Office of Inspector General (OIG) at www.oig.dol./hotnet1.htm, or, by FAX to 202-693-5210.

All grantees/Gila County REPACs staff or employees with allegations of fraud, waste, or abuse, should be advised to contact OIG directly, particularly if they want to protect their anonymity. The U.S. Department of Labor (DOL) and its divisions enforce laws that directly protect whistle blowers or have provisions to shield employees from retaliation, for reporting violations of the laws, refusing to engage in any action made unlawful by the laws, or participating in any proceedings under the laws.

Questions about or complaints alleging a violation of the nondiscrimination provisions of WIA section 188 may be directed or mailed to the Director, Civil Rights Center, U.S. Department of Labor, Room N4123, 200 Constitution Avenue NW, Washington DC 20210 for processing.

ARF-819 **Consent Agenda Item 4- O**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Barbara Valencia	Submitted By:	Barbara Valencia, Community Services Division
Department:	Community Services Division	Division:	WIA Department
Fiscal Year:	Program Year 2011	Budgeted?:	Yes
Contract Dates Begin & End:	April 1, 2010 - June 2012	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:			

Information

Request/Subject

Amendment #2 to Contract No. 10100 between Gila County and Central Arizona Association of Governments.

Background Information

Under Title 1 of the Workforce Investment Act (WIA), the workforce investment system provides the framework for delivery of workforce investment activities to individuals who need those services, including job seekers, adults, youth incumbent workers, veterans, persons with disabilities, and employers throughout the WIA One-Stop Service Delivery System.

On October 26, 2010, the Board of Supervisors approved the original Contract No. DE10100 for a total of $1,140,809.

On May 5, 2011, the Board of Supervisors approved Amendment #1 to Contract No. DE10100 for an increase of $25,206 for outstanding Performance Measures.

This Amendment will increase the total contract amount by $32,685.

Evaluation

Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act Title 1 eligible adults and youth in Gila and Pinal counties. These services will be provided in accordance with federal and state regulations and the most current Gila/Pinal Two-Year Plan.

Amendments include:

Section 3. Term of Agreement is amended to read:
The Agreement shall be in effect from April 1, 2010, through June 30, 2012.

Section 5. Compensation is amended to read:
The contract reimbursement maximum per program and funding period is as follows:

PY11 Youth $572,396
PY11 Adult $ 47,599
FY 12 Adult $578,705

Total Contract Amendment is $1,198,700

Total Youth Participant to be served 160

Total Adult Participants to served 169

Section 18. Records, Accounts and Reports to be Maintained by Contractor is amended to read.
The “only” acceptable form to report all program accrued expenditures is the “Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA. This Report shall be submitted monthly for compensation earned or cost incurred."

The Contractor shall maintain the following written records:
a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:
a. Contractor shall submit a budget for the Adult and Youth Programs prior to start of program.
b. Monthly report of enrollments and participant activity changes
c. Monthly reports of fiscal and program performance
d. Such other reasonable records and reports as may be required by the Gila County.

Conclusion

Amendment No. 2 reimbursed maximum for all services to adults and youth provided during the term of the contract shall not exceed $1,198,700.

The term of Amendment No. 2 shall have an effective date of April 1, 2010, and shall end on June 30, 2012.

Recommendation

Recommendation to approve Amendment No. 2 to Contract No. DE10100 between Gila County and Central Arizona Association of Governments to continue to provide services to the Adult and Youth programs through June 30, 2012, in the amount of $1,198,700.

Suggested Motion

Approval of Amendment No. 2 to Contract No. DE10100 between Gila County and Central Arizona Association of Governments to continue to provide services to the Adult and Youth programs through June 30, 2012, in the amount of $1,198,700.

Attachments

Amendment No. 2 to Contract No. Gila 10100

CONTRACT NO. 10100 - AMENDMENT NO. 1

CONTRACT NO. 10100

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS
PROGRAM YEAR 2010
WORKFORCE INVESTMENT ACT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	Gila 10100
	3. AMENDMENT NUMBER 02

Section 3. Term of Agreement is amended to read:
The Agreement shall be in effect from April 1, 2010 through June 30, 2012.

Section 5. Compensation is amended to read:
The contract reimbursement maximum per program and funding period is as follows:

PY11 Youth $572,396
PY11 Adult $ 47,599
FY 12 Adult $578,705

Total Contract Amendment is $1,198,700

Total Youth Carryover	100
Total new youth enrollments to be served	60
Total Youth Participant to be served	160
Total Adult Carryover	109
Total new adult enrollments to be served	60
Total Adult Participants to served	169

Section 18. Records, Accounts and Reports to be Maintained by Contractor is amended to read.
The "only" acceptable form to report all program accrued expenditures is the "Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA. This Report shall be submitted monthly for compensation earned or cost incurred.

The Contractor shall maintain the following written records;

a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

a. Contractor shall submit a budget for the Adult and Youth Programs prior to start of program.
b. Monthly report of enrollments and participant activity changes
c. Monthly reports of fiscal and program performance
d. Such other reasonable records and reports as may be required by the Gila County.

6. 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.

7.	8. NAME OF CONTRACTOR
Central Arizona Association of Governments	Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **D. Brian Tapp**	TYPED NAME Tommie C. Martin
TITLE **Executive Director**	TITLE Chairman of the Board of Supervisors
DATE **8-24-2011**	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.

By: _____
Gila County Attorney

Date: _____

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS
PROGRAM YEAR 2010
WORKFORCE INVESTMENT ACT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	Gila 10100
	3. AMENDMENT NUMBER 01

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Incentives Dollars for PY09/FY10 in the amount of $25,206 are awarded to Central Arizona Association of Governments for outstanding Performance Measures.

The funds have an effective date from July 1, 2010 through June 30, 2012.

The Contract total of $1,140,809 is increased by $25,206 to a new total of $1,166,015.

5. ATTACHMENT A
6. 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.

7.	8. NAME OF CONTRACTOR
Central Arizona Association of Governments	Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **D Brian Tapp**	TYPED NAME Michael A. Pastor
TITLE **Executive Director**	TITLE Chairman of the Board of Supervisors
DATE **4-26-2011**	DATE 5/17/11

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.

By: _____
Gila County Attorney

Date: 5-17-2011

ATTACHMENT "A"
Contract Between
Gila County and Central Arizona Association of Governments
Program Year 2010
Contract #: Gila 10100

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.**

CONTRACT BETWEEN
GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS
PROGRAM YEAR 2010

This is a General Services Contract, hereinafter called Contract, entered between Gila County acting through the Gila/Pinal Workforce Investment Board and Central Arizona Association of Governments hereinafter called Contractor.

WHEREAS, Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act Title 1 eligible adults and youth in Gila and Pinal Counties in the amount of $1,140,809 for Program Year 2010 – April 1, 2010 – June ~~2010~~ 2011; and

WHEREAS, Central Arizona Association of Governments shall provide youth and adult services to Workforce Investment Act Title 1 eligible youth and adults in Gila and Pinal Counties; and

WHEREAS, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and

THEREFORE, Gila County and Central Arizona Association of Governments agrees to abide by all terms and condition sets forth in this Contract.

FOR AND ON BEHALF OF GILA COUNTY

Michael A Pastor

Chairman, Gila County Board of Supervisors

10/26/10

Date

FOR AND ON BEHALF OF CONTRACTOR

M. Leather-Brown

Maxine Leather, Executive Director
Central Arizona Association of Governments

September 20, 2010

Date

Contract #: Gila 10100

APPROVED AS TO FORM

Gila County Attorney

10 26 2010

Date

1. **GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT**
   a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
   b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
   c. Eliminate program redundancy and provide easier access to clients.
   d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

2. **PARTIES**
   This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona Association of Governments (CAAG) called the "Contractor".

3. **TERM OF AGREEMENT**
   This Agreement shall be in effect from April 1, 2010 through June 30, ~~2010~~ 2011. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

   Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation to the County when the Contractor is found by County to be default of any provision of this Contract. Advanced monies not earned shall be repaid to the county within 30 days of termination or suspension.

4. **PURPOSE OF CONTRACT**
   Contractor will provide Workforce Investment Act (WIA) Title 1B services to eligible Youth and Adults, throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

5. **MANNER OF FINANCING – COMPENSATION**
   The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be $1,140,809.

   The contract reimbursement maximum per program and funding period is as follows:

PY10 Youth	$536,075
PY10 Adult	$100,318
FY11 Adult	$477,551
PY08 Set-A-Side	$ 26,865

Total Youth Carryover	88
Total New Participants	60
Total Participant to be Served	148

Total Adult Carryover	97
Total New Participants	60
Total Participant to be Served	157

6. **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**
   Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Gila County at the end of the period for which funds are available. No liability shall accrue to Gila County in the event this provision is exercised, and Gila County shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

7. **RECISSION OF FUNDS**
Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from local areas, the State may take action in the following sequence.
   1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
   2. Rescind the required amount of funds from a designated future periods(s) of time.

8. **SERVICE DESCRIPTION**
Program eligibility will be conducted on each applicant prior to provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retraining employment.

Services provided to adults and youth, as appropriate to meet the individuals needs, may include any of the following:
   a. **Core Services** – determination of WIA eligibility; outreach, intake and orientation to the One-Stop system; initial assessment of skill levels, aptitudes, abilities, and support service needs; job search and placement of performance information and program costs on eligible providers of training services; information on local performance; information on availability of supportive services in the local area and referrals as appropriate; information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial and assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.
   b. **Intensive Services** – comprehensive and specialized assessment of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.
   c. **Training Services** – occupational skills training; on-the-job training; programs combining workplace with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.
   d. **Youth Services** will be provide to WIA Title 1B eligible youth, ages 14-21 who are either in-school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include; tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

9. **STATUS OF CONTRACTOR**
The status of the Contractor shall be that of an independent contractor. Neither Contractor or Contractor's officers, agents, or employees shall be considered an employee of County; nor shall they or their employees be entitled to receive any of the fringe benefits associated with County employment or be subject to the provisions of the County Merit System. Contractor will be responsible for payment of all Federal, State and local taxes associated with the compensation received by Contractor from County. Contractor shall be responsible for program development and operation without supervision by County.

10. **SUBCONTRACTOR**

Contractor will be fully responsible for all acts and omissions of its subcontractor, if any, and of persons directly or indirectly employed by subcontractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of County to pay or see to the payments of any money due any subcontractor, except as may be required by law.

Contractor shall not enter into any subcontracts for any of the services to be performed under this Contract unless it receives prior written approval of the subcontract by the County. Prior written approval shall not be required for the purchase of supplies, which are necessary and incidental to Contractor's performance under this Contract.

11. **CONTRACTOR'S PERFORMANCE MEASURES**

Contractor's performance under this Contract shall be to the satisfaction of the County. County shall have sole discretion to determine the acceptability and progress of work performed and to determine the resulting entitlement to payment under this Contract.

Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures will result in submitting a Demand of Assurance and a written correction action plan from the contractor. Failure to complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed shall result in the immediate suspension of the Contractor's authority to request payment under the contract. Such authority shall not be reinstated until the Contractor submits, and Gila County approves, a revised corrective action plan or submits documentation to show the issues identified in the Demand for Assurance have been addressed.

If the Contractor does not comply with the approved Demand for Assurance response, Gila County will proceed with remedies outlined in Section 19.0 up to and including sanctions.

If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA Title 1 B funding as outlined in Section 12.

12. **SANCTIONS AND CORRECTIVE ACTIONS**

Gila County may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this contract. This Demand for Assurance shall include the citation from the contract which Gila County requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila county may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Adult and Youth) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

13. **COMPLIANCE WITH LAWS**

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

14. MONITORING

Gila County shall monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County shall conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15. NON-DISCRIMINATION

Contractor will not discriminate against any County employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

a. Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis or race, color, or national origin.
c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
d. Section 504 of 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;
e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
g. The Arizona Civil Rights Act;
h. The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
i. Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and which is incorporated into this Contract by reference as if set forth in full.

16. CONTRACTOR ASSURANCES:

a. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
b. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
c. That it will comply with the confidentiality requirements of Section 136(f)(3).
d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)
e. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
g. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
    1. General Administrative Requirements;
       29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
       29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
    2. Assurances and Certifications:
       SF 424 B – Assurances for Non-construction Programs

29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
CFR part 93 – Certification Regarding Lobbying (and regulation)
29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)

3. Special Clauses/Provisions:
Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.

h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.
i. That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
j. That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
k. That it will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.
l. That the LWIB will meet a minimum of four times per year, or once each quarter.
m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
n. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:
   - Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity:
   - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
   - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
   - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
   - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
o. That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

17. CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

Reporting shall adhere to the following schedule: No later than the 25th day following each month during the contract term, the Contractor shall submit financial reports to Gila County in the form set forth within in the contract.

Failure to submit accurate and complete reports by the 25th day following the end of a month may result in retention of payment. The "only" acceptable form to report all programs accrued expenditures is the "Contractor Accrued Expenditure Report."

The Contractor shall maintain the following written records;

a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

a. Contractor shall submit a budget for the Adult and Youth Programs prior to start of program.
b. Monthly invoices for compensation earned and costs incurred
c. Monthly report of enrollments and participant activity changes
d. Monthly reports of fiscal and program performance
e. Such other reasonable records and reports as may be required by the Gila County.

19. PROPERTY RECORD RETENTION

All property records must be maintained from date of acquisition, through final disposition. The Contractor must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expirations of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

20. INVENTORY RECORDS

The Contractor must maintain accurate inventory records of expendable leased/purchased (value to $4,999.99), and non-expendable leased/purchased equipment over $5,000 with WIA funds. Property records must include:

a. Asset Number
b. Item Description
c. Manufacturer
d. Serial Number
e. Acquisition Date
f. Physical Location
g. Total Item Cost
h. WIA Contract Cost
i. Inventory Date

The Contractor are required to submit an inventory report for all property leased/purchased with WIA funds costing more than$500 to Gila County by August 1 of each year.

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of $5,000 or more, or total purchase cost exceeds $10,000, the Contractor must complete a "WIA Pre-Approval of Equipment & Vehicles over $5,000 Questionnaire" form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

21. FINGERPRINTING

"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 physical or mental impairment.

The provisions of A.R.S. §46-141 are herby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an 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 ADES 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. The Contractor shall assume the costs of fingerprint checks.

22. AUDIT REQUIREMENTS

a. Federal Requirements (applicable if Federal funds are involved):
If Contractor is a state or local government or non-profit organization which expends $500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. and Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than $100,000 but less than $500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are $100,000 or less, but at least $50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than $50,000 do not have an annual audit requirement.

b. State of Arizona Audit Requirements:
If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

Each nonprofit corporation that receives in excess of $100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

Each nonprofit corporation receiving $50,000 to $100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.
Each nonprofit corporation receiving less than $50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

c. Additional County Requirements:
Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.

County may require any contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. DISALLOWED CHARGES OR COSTS

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

24. WORKING CONDITIONS

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

25. NO DISPLACEMENT OF WORKERS

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

26. SECTARIAN FACILITIES

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

27. ATTENDANCE AT MEETING

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

28. MINIMUM SCOPE AND LIMITS OF INSURANCE

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 the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

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

2. **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. **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 exempts under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Additional Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions:
   a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be 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 the Contract
   b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
   c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
   d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

Contractor shall furnish Gila County 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.

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.

29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.
b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:
   (i) Change the purpose of the Contract;
   (ii) Increase or decrease the compensation provided for in the Contract;
   (iii) Change the term of the Contract;
   (iv) Change the scope of assurances of the Contract;
   (v) Change any section of the Contract other than the Scope of Work/Services or budget;
   (vi) Any change that is not a minor amendment as described below.
b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments are

changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila County 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 public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

a. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency.
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
c. Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

31. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, or amendment of any Federal contract, grant, loan, or cooperative agreement.

32. E-VERIFY

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

ATTACHMENTS

The following list of attachments constitutes an integral part of subject agreement.
Attachment A – Sanction Schedule

Attachment A - Sanction Schedule for Failed Performance

Number of Years Performance Measure Failed	Sanction for 1 Performance Measure	Sanction for 2 Performance Measures	Sanction for 3 Performance measures	Sanction for 4 Performance Measures
2	1% of PY/FY Allocation	2% of PY/FY Allocation	3% of PY/FY Allocation	4% of PY/FY Allocation
3	5% of PY/FY Allocation	6% of PY/FY Allocation	7% of PY/FY Allocation	8% of PY/FY Allocation
4	10% of PY/FY Allocation	11% of PY/FY Allocation	12% of PY/FY Allocation	13% of PY/FY Allocation
5	20% of PY/FY Allocation	21% of PY/FY Allocation	22% of PY/FY Allocation	23% of PY/FY Allocation

ARF-839 **Consent Agenda Item 4- P**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	David Caddell	Submitted By:	David Caddell, Community Services Division
Department:	Community Services Division	Division:	GEST Department
Fiscal Year:	2012 to 2017	Budgeted?:	Yes
Contract Dates Begin & End:	October 1, 2011 to September 30, 2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Presenter's Name:

Information

Request/Subject

Replacement of Contract Number E5345511 with Arizona Department of Economic Security

Background Information

This contract will replace our current contract number E5345511, Extended Supported Employment between the State of Arizona Department of Economic Security (AZDES), Rehabilitation Services Administration (RSA) and Gila County dba, Gila Employment and Special Training (GEST), and Solicitation No. ADES11-00000414, that the Gila County Board of Supervisors approved on January 18, 2011, which was canceled by State of Arizona Department of Economic Security (AZDES), Rehabilitation Services Administration (RSA).

This contract shall be effective October 1, 2011, or on the date of last signature, whichever is later, and shall end on June 30, 2016. The contract shall remain in effect for (5) five years or otherwise specified date, unless terminated or cancelled.

We currently have one individual in Payson that we are providing this service to.

Evaluation

This Contract allows the Gila County GEST Program to continue providing Extended Supported Employment services to those clients whose Department of Economic Security (DES), Rehabilitation Services Administration (DES/RSA) authorization indicated specific need for this service. The current rate of service is $20.00 per contact unit, the requested rate for this new contract is $45.00 per One Day Individual Setting Unit and $35.00 for One Day Group Seting Unit.

Conclusion

This contract allows the GEST Program to continue to provide Extended Supported Employment to those clients whose DES/RSA authorization indicated specific need for this service after our current contract # E534511 expires September 30, 2011.

It replaces the previous contract number E5345511 and any associated amendments to said contract.

Recommendation

The GEST Program Manager recommends Board approval and the Chairman's signature on Contract Signature Page and related documentation, which will enable GEST to provide Extended Supported Employment services to Vocational Rehabilitation clients.

Suggested Motion

Approval of Extended Supported Employment Services contract between the Arizona Department of Economic Security, Rehabilitation Services Administration and Gila County d/b/a Gila Employment and Special Training (GEST) to provide Extended Supported Employment services to vocational rehabilitation clients in Gila County for a period of 5 years, from October 1, 2011 (or on the date of last signature), and shall end on September 30, 2016.

Attachments

New Extended Supported Employment Services Contract-Part 1

New Extended Supported Employment Services Contract-Part 2

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

August 15, 2011

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs
GILA COUNTY dba Gila Employment and Special Training
5515 S Apache St, Ste 200
Globe, AZ 85501

RE: Proposed New Contract

Dear Mr. Caddell

The Arizona Department of Economic Security (DES), Rehabilitation Services Administration (RSA) is interested in entering into a new contract with your Agency for the provision of **EXTENDED SUPPORTED EMPLOYMENT** services in Gila County in order to ensure service continuation to the clients who have been currently served by your staff. The current contract with your Agency for this service expire on 9/30/11. In order for there not to be a lapse in services to the RSA clients, a new contract will need to be executed by both parties prior to October 1, 2011.

Enclosed you will find the following documents that comprise the contract. Please review each document, complete the required forms/attachments and submit the entire packet back to the RSA Contract Unit at the address below:

1. Contract Signature Page
2. Uniform Terms and Conditions
3. DES Special Terms and Conditions
4 Scope of Work
5 Facility Location and Staffing Chart
6. Price Sheet (signed and dated)
7. **Statement Declaring all Anticipated Offshore Services.** *(Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve assess to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.)*
8. For each employee/subcontractor who will provide direct client services, current copies of their resumes, and their license/certifications (if applicable;
9. Certification Regarding Lobbying
10. Certification Regarding Debarment
11. State of Arizona Substitute W-9
12. Sole Proprietor Waiver
13. Exhibits: Exhibit 1 Limited English Proficiency; Exhibit A Client Service Plan; Exhibit B Monthly Progress Report; Exhibit C Client Satisfaction Survey; Exhibit D Code of Conduct; Exhibit E Client Transportation Requirements; Exhibit F Quarterly Reports and Exhibit G Contractor Invoice Form.

1789 W. Jefferson Street, 2nd FLR, NW Site Code 930A, Phoenix, AZ 85007-3202
Telephone (602) 542-3332 • FAX (602) 542-3705

In addition to the items above the following additional items are required to be submitted:

1. *Request for Search of Central Registry Background Check for each employee/subcontractor who will provide direct client services. This form is to be* ***DIRECTLY*** *submitted to: Arizona Department of Economic Security; Division of Children Youth and Families – Contracts Unit Attn: CPS Background Check 1789 West Jefferson, Site Code 940A Phoenix, Arizona 85007*

2. Prior to services being provided through the resultant contract a current certification of insurance with the limits and requirements as stated in the DES Special Terms and Conditions.

RSA will review your completed documents and reserves the right to negotiate rates. Once the contract is executed, a copy will be sent to your Agency.

Please MAIL the required documents by **August 30, 2011** to the following address:

ADES/RSA Contracts Unit Manager
P.O Box 6123 Site Code 930A, Phoenix, Arizona 85005-6123

If you have any questions, please contact Vanja Pasalic at (602) 542-6296

Vanja Pasalic
RSA Contracts Unit Manager

Sincerely,

Vanja Pasalic
Contracts Administrator
Rehabilitation Services Administration

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and

_____

(the "Contractor").

WHEREAS the Contractor is:

[ ] a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
[ ] a For-profit Organization; and

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

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

Contract Term: This contract shall be effective on October 1, 2011 or on the date of last signature, whichever is later, and shall end on June 30, 2016.

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

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

Procurement Manager Signature

Cathie G. Rodman
Typed Name

Manager, Solicitation Unit
Title

Date

DES Contract I.D. No.:

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature of Authorized Individual

Tommie C. Martin
Typed Name

Chairman, Gila County Board of Supervisors
Title

Date

Contractor FEI Number: 86-6000444
Contractor Mailing Address:
5515 S. Apache Ave. Suite 200
Globe, AZ 85501

Contact Name: David B. Caddell
Title: G.E.S.T. Program Manager
Phone Number: (928) 402-8664
Fax Number: (928) 425-9468
E-Mail Address: dcaddell@co.gila.az.us

David Fletcher
Director

Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Ave. suite 200, Globe, AZ 85501
(928) 402- 8650

"Improving the Quality of Life for all Residents, one life at a time"

Extended Supported Employment contract between Gila County, dba Gila Employment and Special Training and Department of Economic Security, (DES) Rehabilitation Services Administration (RSA).

The term of the resultant contract shall be effective the date specified on the signature page, (This contract shall be effective on October 1, 2011 or on the date of last signature, whichever is later, and shall end on June 30, 2016.) and shall remain in effect for (5) five years or otherwise specified date, unless terminated or cancelled.

This contract replaces current Extended Supported Employment contract number E5345511.

Gila County Board of Supervisors

_____
Tommie C. Martin, Chairman

Attest:

_____
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

_____
Bryan B. Chambers,
Chief Deputy County Attorney

UNIFORM TERMS AND CONDITIONS
Version 8

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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

3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment

within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing,

force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

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

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default

under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/Auto Optional /Children-Vulnerable Adult
5 Year Term

1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

1.1 **"Award Date"** means the date the contract is executed by the Department. This may or may not be the same date at the "Effective Date" which is the date specified on the Offer and Award or Signature page.

1.2 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.3 **"Effective Date"** means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.

1.4 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

1.5 **"May"** indicates something that is not mandatory but permissible.

1.6 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

1.7 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

1.8 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

2.0 **Advertising, Publishing and Promotion of Contract..** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:

2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's Reports (detailed in the A-133)
4. Corrective Action Plan.

3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports

Section in the Scope of Work.

3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.4 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

5.3 Within thirty (30) days of contract award, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 Certification of Cost or Pricing Data.

6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 Certification Regarding Lobbying.

7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with

49 CFR part 20. (Attachment)

8.0 Code of Conduct.

8.1 The Contractor shall avoid any action that might create or result in the appearance of having:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
2. Acted on behalf of the State without appropriate authorization;
3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

11.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12.0 Contract Term and Option to Extend.

12.1 The term of the resultant contract shall be effective the date specified on the Signature page and shall remain in effect for five (5) yeas or otherwise specified date, unless terminated or cancelled.

12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

13.0 Cooperation.

13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

14.0 Data Sharing Agreement.

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

15.0 Equipment.

15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

16.0 Reserved.

17.0 Evaluation.

17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply :

18.2 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

18.3 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.4 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.5 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.2.

19.0 Fair Hearings and Service Recipients' Grievances.

19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:

20.2 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

20.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

21.0 Fees and Program Income.

21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

22.0 Fingerprinting.

22.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

22.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and

criminal records checks relate to contract performance.

22.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:

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

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

23.0 Inclusive Contractor.

23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 Indemnification and Insurance.

24.1 Indemnification Clause:

24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

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

24.2 Insurance Requirements:

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

24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured

language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional

insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

E. **Verification Of Coverage:** 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 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 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

25.0 IT 508 Compliance.

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

26.0 Levels of Service.

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

26.3 Any administration within the Department may obtain services under this contract.

26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

27.0 Monitoring.

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

28.0 Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or

advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

29.0 <u>Notices.</u> In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 <u>Offshore Performance of Work Prohibited.</u>

30.1 Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve assess to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

31.0 <u>Order of Precedence.</u>

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
   1. Division/Administration Special Terms and Conditions;
   2. ADES Special Terms and Conditions;
   3. Uniform Terms and Conditions;
   4. Scope of Work or Specification;
   5. Attachments;
   6. Exhibits;
   7. Documents referenced or included in the Solicitation.

32.0 Pandemic Contractual Performance.

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

33.0 Payments. In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:
1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:
1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 Payment Recoupment.

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

36.0 Predecessor and Successor Contracts.

36.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 Professional Standards.

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

39.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. For Fix Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 Relationship of Parties.

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 Reporting Requirements.

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 Responsibility for Payments Indemnification.

42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

43.0 **Reserved.**

44.0 **Subcontracts.** In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

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

45.0 **Substantial Interest Disclosure.**

45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

46.0 **Supporting Documents and Information.**

46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

47.0 **Suspension or Debarment.**

47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

48.0 **Technical Assistance.**

48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

49.0 **Termination for Any Reason.**

49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

49.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154as may be amended the provisions of this paragraph shall not apply.

49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

50.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

51.0. Transfer of Knowledge.

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

52.0 Transition of Activities.

52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

53.0 Unallowable Costs.

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

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

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

54.0 Visitation, Inspection and Copying.

54.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

55.0 Warranty of Services.

55.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

56.0 Limited English Proficiency

56.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).

SCOPE OF WORK
SUPPORTED EMPLOYMENT-EXTENDED

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

2.0 PURPOSE

2.1 The primary purpose of this contract is to provide continuation of extended supported employment services to individuals with disabilities (hereafter referred to as clients) in the community who are already employed to assist them in maintaining or improving their employment. These clients received Vocational Rehabilitation Services in the past from Rehabilitation Services Administration but now they need ongoing support to keep their employment. In addition, this service may be provided to new RSA referrals and/or self-referrals based on the availability of the funds.

2.2 Funding.

2.2.1 The funding source for this service is Social Service Block Grant (SSBG) funds which consist of:

1. Locally Planned SSBG funds allocated and assigned to ADES/RSA by the local Councils of Governments [COG). COGs identify regional priorities, the service, the service intent and the target group for every state fiscal year as stated in the annual State of Arizona Social Services Block Grant; and
2. State Planned SSBG funds allocated and assigned to DES/RSA by the local Councils of Governments [COG) to be used for various SSBG services at RSA discretion. RSA allocate a portion of the funds for Extended Supported Employment.

2.2.2 Service needs and program decisions may vary in eligibility, geographic and service availability, or the target group to which the service may be directed, which ultimately may affect funding availability under this contract.

2.3 Legal Authority. Arizona Revised Statute (A.R.S.) §41-1954(A)(6) provides ADES the authority to enter into contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds.

2.4 Projected Award: ADES may make multiple awards to ensure the service coverage to the existing clients who are currently receiving this service. The contract is on an as needed basis. There is no guarantee of the number of units to be authorized.

3.0 SERVICE DESCRIPTION

3.1 Arizona Taxonomy: A service that provides long-term, on-going support services for an employed individual.

3.2 For the purpose of this contract , this service includes:

1. Assistance to clients in maintaining employment such as job coaching which requires regular contacts with the client, client's parents or guardians (if applicable), and/or the employer, job counseling and related support services; and job monitoring;
2. Assistance in assessment and identification of ongoing employment support needs, natural and peer support environments, and in accessing the resources necessary to meet those needs;
3. Assistance in locating a new job when necessary.

3.3 Service Eligibility Requirements/Target Population. Eligibility for these services is determined by RSA designated staff and/or the Contractor.

1. Individuals to be served under this contract are clients with the most significant disability which may include one or more of the following:

1. individuals who have severe physical or mental impairment that seriously limits three or more functional capacities, such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, or work skills, in terms of an employment outcome; and whose vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time;
2. individuals for whom competitive employment has not traditionally occurred or for whom competitive employment has been interrupted or intermittent as a result of a significant disability;
3. individuals who, because of the nature and severity of their disabilities, need extended supported employment services after the Vocational Rehabilitation program terminates employment support services in order to maintain competitive employment in an integrated setting consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individual; and
4. individuals who did not qualify for extended supported employment services provided by any other State agency such as the ADES Division of Developmental Disabilities, the Arizona Department of Behavioral Health, or Arizona Long Term Care.

3.4 Background Information

The Rehabilitation Service Administration (RSA) is the administration within ADES which provides Vocational Rehabilitation (VR) and Independent Living (IL) services to individuals with disabilities. Through the provision of VR services, RSA assists individuals in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently at home, at work and in the community.

4.0 SERVICE REQUIREMENTS.

The Contractor shall:

4.1 Ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

1. Communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability or English is not their primary language and use all other appropriate and effective modes of communications used by clients (e.g., Spanish language, American Sign Language, etc.).

4.2 Ensure that the appropriate new written authorization has been received from the designated RSA staff prior to making any changes in the level of service provided, including an increase or decrease in the number of units of service and/or a change in the setting.

4.3 **Eligibility Determination** for self-referrals (clients not referred by RSA).

1. Schedule a meeting with a client who seeks this services to determine the client's eligibility for the program and address issues that the client is encountering within seven (7) business day upon the client's self –referral.
2. Document how the client's eligibility was made.
3. Notify the client about the eligibility determination and about the date of the Service Planning Meeting.

4.4 **Service Planning Meeting**

1. Schedule a Service Planning Meeting with the client and/or the client's representative, if applicable, **within ten (10) business days**:
   1. From the date of the client's eligibility determination for clients not referred by RSA;
   2. From the date of contract award for existing RSA clients ;
   3. From the date of receipt of RSA Referral for Service form for new referrals from RSA.

2. The purposes of this meeting are to:
   1. Discuss the client's service needs and determine appropriate services to be provided, e.g. increases in pay, benefits, movement to a more integrated or non-supported setting, etc.
   2. Develop jointly with the client the *Client Service Plan* (Exhibit A) upon which the provision of services shall be based. The Plan shall include clear, measurable objectives and specific time frames for the client to achieve the objectives.
   3. Specify clearly roles and responsibilities for the client and the Contractor, estimated number of service hours or days per month, and cost and timelines for the achievement of the service objectives.

4.5 **Service Provision.** Initiate service provision within ten (10) business days after receipt of written authorization for services and provide services specified in the *Client Service Plan* as follows:

1. Ensure that the services are delivered utilizing tools, techniques and materials which are appropriate to the mental and physical capacity/needs of the individual served.
2. Utilize modified equipment, aides and devices in order to meet the client's physical/sensory needs of the clients.
3. Continually evaluate the progress of the client and movement toward competitive employment settings without supports and/or employment which is more integrated, as well as develop and implement strategies to increase the client's hours and/or wages. Evaluation shall be conducted at least annually and discussed with the referring RSA staff during the annual meeting as follows:
   1. Schedule and conduct annual meetings to discuss progress and rehabilitation needs within thirty (30) days of each client's annual anniversary from the Client Service Plan start date, and submit a written annual report to the referring RSA staff. During the annual meeting and evaluation, discuss at least the following:
      1. the average number of paid work hours in a month for each client;
      2. the average hourly wage of each client;
      3. the current level of supervision; and.
      4. strategies to improve each over a specified period of time.
4. Revise the Client Service Plan as needed to implement the strategies for improvement and when the client is ready, identify and place the client in a more integrated and/or higher-paying job and notify the referring RSA staff about the revision of the Plan.
5. Notify RSA within one (1) business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed-upon objective(s) including frequent absences.
6. Complete and submit accurate Monthly Progress Reports (Exhibit B) to the referring RSA staff. The reports shall clearly describe the client's progress being made toward the achievement of the mutually agreed upon goals, including documentation of appointment dates and attendance record. The client's achievement of the stated objectives will be used as a basis for payment after the RSA staff approves the Contractor's monthly progress report.

5.0 QUALIFICATION REQUIREMENTS.

The Contractor shall ensure that:

5.1 Personnel who supervise the services provided under this contract and prepare progress reports meet the following criteria:

1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one (1) year of full time employment working with individuals with disabilities; <u>or</u>
2. A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of three (3) years full time employment in working with individuals with disabilities; <u>or</u>
3. A high school diploma or GED and documentation of seven (7) years full time employment in working with individuals with disabilities.

5.2 Personnel who provide direct client services which are considered less technical in nature shall meet the following criteria:

1. Have a high school diploma or G.E.D., and
2. Have one (1) year of documented experience, preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services including job development and/or coaching, and
3. Be under the direction and supervision of personnel who meet the criteria in 5.1 above.

5.3 Its personnel meet a variety of needs of RSA clients, including clients with intensive behavioral, physical, and medical challenges.

6.0 ADMINISTRATIVE REQUIREMENTS.

The Contractor shall:

6.1 Ensure that client records include the RSA Purchase Authorization, the Client Service Plan, Monthly Progress Reports, annual evaluation report (s), records of services provision, date(s) of follow-up meeting(s) with the clients, notes from meetings, personnel time log of service provision, client's attendance logs, and client's satisfaction surveys.

6.2 Maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objectives to include the following: management plan shall contain elements that address the following:

1. Incident management, corrective action and preventions;
2. Complaints and grievances;
3. Monitoring and evaluation the service provision, i.e., measurement of outcomes as it relates to the client's objectives, and the improvement of the quality of services;
4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel; and
5. Soliciting input from clients to evaluate the effectiveness of the service provision by providing a copy of the Client Satisfaction Survey (Exhibit C) for them to complete and sign. Survey shall be submitted annually with the last calendar quarter report.

6.3 Adhere to the Contractor Code of Conduct (Exhibit D).

6.4 Adhere to Client Transportation Requirements (Exhibit E), if a client is being transported by the Contractor during the service provision.

7.0 CONTRACTOR PERFORMANCE EVALUATION

7.1 The Contractor shall meet the following minimum acceptable performance standard during a contract year:

1. At a minimum, 90% of the clients who receive these services shall be meeting the goals stated in their Client Service Plans.

7.2 RSA will conduct ongoing evaluation of the Contractor's performance in achieving the minimum acceptable service standard through the Contractor's monthly and quarterly reports and RSA data available through the RSA Database.

8.0 PAYMENT

8.1 Payment will be made in accordance with the Price Sheet (Attachment 2) upon receipt of the reporting requirements stated below.

8.2 Payment rates are all inclusive, which means that they include all costs associated with the provision of the service including but not limited to: salaries, operating cost, travel time, preparation of billing and reports, routine follow-up phone calls, research, time for client no shows. RSA will not pay separately for these or any other costs except as noted herein.

8.3 Payment Units for this service include:

1. **One (1) Group Day.** Group daily rate is when the service is delivered in a group setting to two or more individuals for three (3) or more hours on any given calendar day.
2. **One (1) Individual Hour.** Individual hourly rate is sixty (60 minutes) of actual time spent providing services directly to the client or on behalf of the client.

9.0 REPORTING REQUIREMENTS.

9.1 Program Reports.

9.1.1 The Contractor shall submit the following reports along a Contractor Invoice form to RSA Payment and Billing Unit; PO BOX 6877 Phoenix AZ 85005:

1. Client Service Plan (Exhibit A) within seven (7) days after the Plan is established, or upon revision;
2. Monthly Progress Reports (Exhibit B) within fifteen (15) days following the month in which services were delivered.
3. Annual Progress Evaluation Report: a narrative report summarizing the results of the Annual Meeting, in particular describing the client's achievements over the previous year, challenges still to be met, and outlining proposed strategies for overcoming those challenges.
4. A written narrative report within ten (10) working days following completion of the individual's program or the individual's termination for any reason.

9.1.2 The Contractor shall report unusual incidents to the referring RSA staff. Any incidents shall be verbally reported the same day of the occurrence to the RSA staff and RSA Contracts Unit, Central Office. A legible, written report of the unusual incident shall be submitted within three (3) business days to the RSA staff. Incidents include, but are not limited to:

1. Death of a client;
2. Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
3. Disappearance of a client. The Contractor shall report a missing client to law enforcement officials and RSA as soon as the Contractor suspects that the client may be missing;
4. Suicide attempts by the client;
5. Sexual abuse, including non-consensual sexual activity;
6. Inappropriate sexual behavior; or
7. A client who might pose a threat to the physical or emotional well-being of an individual or Contractor's staff member.
8. Loss of equipment or property.

9.1.3 The Contractor shall submit the following to the RSA Contracts Unit:

1. Quarterly Reports (Exhibit F) within fifteen (15) calendar days following the calendar quarter in which services were delivered. The Quarterly Report is in an Excel spreadsheet format and all data shall be entered directly by the Contractor. Completed Quarterly Reports shall be submitted by email to RSAContractsUnit@azdes.gov
2. Client Satisfaction Survey (Exhibit C) with the last calendar quarter of every contract year for all clients who received this service during the calendar year.

9.2 Financial Reports

9.2.1 The Contractor shall submit the following reports to RSA Payment and Billing Unit; PO BOX 6877 Phoenix AZ 85005:

1. A complete and accurate Contractor Invoice form (Exhibit G) within fifteen (15) calendar days following the month in which services were provided.

9.3 Billing. The Contractor shall compute service units as follows:

1. For Individual Hour:
   1. Bill individual rate for a client for whom actual time was spent providing services directly to the client or on behalf of the client.
   2. At the end of a reporting period, round the time spent with the client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and

30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours. Billable time includes time spent:

1. With the client face to face including client meetings to staff the case or using other communication methods (e.g. phone calls) provided that service provision lasted longer than 15 minutes.
2. With the face to face or by phone calls to resolve issues raised by the client or other party provided that service provision lasted (15) minutes or longer.
3. Routine follow up calls with the client or any other party are not billable.

2. For Group Day:
   1. Bill this rate for each client who is receiving services in a group.
   2. Bill for one whole day when the client is in attendance for three (3) or more hours on a given calendar day.
   3. Bill in one-half day increments (0.5 Unit) when a client is in attendance in a group setting less than three (3) hours on a given calendar day.

9.4 Other Reports. Reporting Requirements may change during the contract term. RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision. The Department will notify the Contractor about any change in reporting forms by mail.

9.5 The Contractor shall submit current certificates of insurance as required in the ADES Special Terms and Conditions to:
Arizona Department of Economic Security
RSA Contracts Unit Manager
PO BOX 6123 Site Code 930A, Phoenix, AZ 85005

Attachment 2

FACILITY LOCATION AND STAFFING CHART

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

Service Location Address (City State Zip Code County)		
5515 South Apache Ave. Suite 200 Globe, AZ 85501 Gila County		
Telephone Number	**Fax Number**	**Email address**
(928) 402-8664	(928) 425-9468	dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation: Monday to Friday, except Legal Holidays		

This location meets minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

List the Subcontractors that will provide direct client services: N/A

First and Last name

Attachment 2

FACILITY LOCATION AND STAFFING CHART

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

Service Location Address (City State Zip Code County)		
107 West Frontier Street Suite C Payson, AZ 85541 Gila County		
Telephone Number (928) 402-8664	Fax Number (928) 425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation: Monday to Friday, except Legal Holidays		

This location meets minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

List the Subcontractors that will provide direct client services: N/A

First and Last name

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

Extended Supported Employment

PRICE SHEET

CONTRACT APPLICANT'S NAME: Gila County dba, Gila Employment and Special Training

PAYMENT UNIT	**PAYMENT RATE**
One Day Individual Setting	$ $45.00
One Day Group Setting	$ $35.00

9/1/11

David Fletcher
Director

Gila County Community Services Division

"A Community Action Agency"
5515 S. Apache Ave. Suite 200, Globe, AZ 85501
(928) 425-7631
"Improving the Quality of Life for all Residents, one life at a time"

September 2, 2011

Arizona Department of Economic Security
Rehabilitation Services Administration
Ms. Lynellen Gordon
1789 W. Jefferson
Phoenix, Arizona 85007

RE: Extended Supported Employment

Dear Ms. Gordon:

The Community Services Division, Gila Employment and Special Training (GEST), is a department within the Gila County government organization. No offshore services will be provided by Gila County under this agreement.

Sincerely,

David J. H. Fletcher
Director
Community Services Division

[redacted]

David B. Caddell

Objective

To obtain a position with a progressive and stable company with room for advancement.

Experience

11/04 - Current Gila County- G.E.S.T. Globe, Arizona

Program Manager

- Monitor and coordinate staff schedules to ensure that all clients' services are provided in accordance with our contracts.
- Ensure that all staff training certifications are up to date and in compliance with our contracts, schedule trainings that are needed.
- Maintain program and client files, attend client staffing, and ensure clients' services are provided in accordance with the clients' individual service plan, and in compliance with our contracts.
- Ensure billing documentation is accurate and complies with contract requirements. Prepare invoices for reimbursement to state agencies and employers.
- Develop proposals for funding from state and federal sources.
- Certified Article 9 Instructor
- Certified American Heart CPR/First Aid/AED Instructor

8/2000 – Current KIKO Radio Globe, Arizona

Host of Sunday Morning Program/Studio Engineer

- Provide Christian Programs/Music/Discussion on Sundays
- Repair/Replace/Update station equipment, computer hardware, computer software
- Produce PSA's, business advertising spots
- Setup equipment for remotes
- Sports Team Member, provide team stats for broadcast.

4/04 – 11/04 KLD Associates, Inc. Globe, Arizona

Traffic Accident Researcher

- Collect data on fatal and non-fatal vehicle crashes in accordance with NHTSA standards.
- Record collected data, draw scene diagrams and vehicle damage sketches, interview drivers and occupants of vehicles, electronically code the information into computer for statistical analysis.
- Photograph vehicles and scene of accident.

2/95 – 4/04 Gila County- G.E.S.T. Globe, Arizona

Job Coach

- Provide direct client services in accordance with the clients' individual

service plan or vocational goals that comply with our contact requirements.

- Coordinate with Program Manager on scheduling direct clients' services. Attend client staffing.
- Provide monthly reports on clients' progress and for reimbursement.
- Plan and schedule client activities and outings, provide transportation to and from program or work sites.
- Develop job training sites; assist clients in applying for employment, interviewing skills, coordinate with employers to assist in training clients at their work site when needed.
- Provide employment related workshops.
- Provide continuing employment related supports.

8/93 – 1/95 Copper Mountain BHS Globe, Arizona

Residential Advisor/Transportation

- Monitor residential clients, monitor clients taking medication.
- Prepare meals, maintain facility and building maintenance.
- Teach daily life skills and behavioral management.
- Transport clients to and from activities and appointments.

4/83 – 4/91 Union Township Fire Department West Chester, Ohio

Fire Fighter/EMT-A

- Respond to all calls.
- Attend all trainings that were required to be certified as a Fire Fighter/EMT-A.
- Preformed daily maintenance checks on all equipment.
- Assisted the Fire Marshal with fire inspections.
- Provide community Fire Safety outreach.

Education

2008 Arizona Department of Economic Security Phoenix, AZ

- Direct Care Train the Trainer Workshop Principles of Caregiving
  a. Developmental Disabilities
  b. Fundamentals
  c. Aging and Physical Disabilities

2008 Arizona Department of Economic Security Phoenix, AZ

- Direct Care Train the Trainer Workshop Principles of Caregiving
  d. Developmental Disabilities
  e. Fundamentals
  f. Aging and Physical Disabilities

2005 Pima Community College Tucson, AZ

- Management 102

Feb. 1989 Scarlet Oaks Vocational Cincinnati, OH

- Basic Life Support

1988 - 1989 Eastern District Fire School Newark, OH

- EMS Trauma
- Firefighter Safety
- Aerial Tower Operation

1987 - 1989 Butler County Joint Vocations Hamilton, OH

- 36 Hour Firefighter Refresher
- Pump Operation

1987 Ohio Fire Academy Reynoldsburg, OH

- Sprinkler & Standpipe Systems
- Ventilation Techniques
- Search and Rescue Techniques

1983 - 1987 Scarlet Oaks Vocational Cincinnati, OH

- EMT-A
- Basic Fire Fighting

1985 Woodlawn Fire Department Woodlawn, OH

- EMT Basic

1982 Lakota High School West Chester, OH

- Received High School Diploma

Interests and activities/awards

Computers, music, fishing, archery, shooting

- Outstanding Support for 1991 Fire Explorer Competition, received from Dan Beard Council – Cincinnati, Ohio
- Volunteer Exploring E.O.A. Advisor of the Year 1991, received from Dan Beard Council – Cincinnati, Ohio
- Outstanding Support for 1990 Fire Explorer Competition, received from Dan Beard Council – Cincinnati, Ohio
- Member of Central Heights Baptist Church
- Audio/Video Team Chairman

RESUME

NAME: Leona Bowman
ADDRESSED: [redacted]

PHONE: [redacted]

Employment Objective
Seeking fulltime employment with benefits.

Education:
San Manual High School, Class of 1981 graduate.

Employment: History

09/16/1990 to present, I'm a Job Coach with Gila Employment & Special Training Community Development Division.
Employment responsibilities of being a provider with assistance and support with daily activities, this can include bathing, and grooming, housekeeping help with meals, menu planning, encouragement of behaviors that enhance community involvement, Also work with Vocational Rehabilitation employment with pride is a services that provide individuals with physical and mental disabilities to help them obtain or maintain employment. Among many other services ESA, ESE, JD/P.
Also I coordinate with DES I work close with support coordinators, to help
Come up with a program that will work best for the consumer, and write objective, and the Method of how the objective will be worked on. Also monthly reports, and keep up with Certificates

10/1989 to 09/16/1990 Day Care in my own home, worked with little ones from the age of month's old up to age 12 years old, Employment responsibilities, of being a in home care giver, have lots of fun, we had story time, play time, nap time outside time, lunch time, snack time. Planned menus, changed diapers, feed babies, book keeping. Scheduling, some transportation, prepared healthy meals. Most of all just making sure they were loved and safe.

Summary of Experience:

I'm an enthusiastic and highly motivated with a desire to learn new skills to be an effective and productive employee.

I'm a caring and compassionate person who is very experienced in working with a diversity of people.

I have good ethics and will work to the best of my ability, always striving to learn and better my skills and qualifications.

I have good decision making skills using sound and movements judgment for effective problems solving.

[Phillis Weaver]

[redacted]

Objective

To assist each individual in the development of self-help skills, mobility and adaptive Living skills.

Experience

Community Service Worker
April 2009 - January 2010] [Gila Employment & Special Training, Globe, AZ.
▪Implement client's individual program plans.
▪Provide daily activities designed to train in daily living skills, to modify behavior
▪modifications, encourage life career development.
▪Obtain a working knowledge of teaching daily living skills or vocational career skills.

HCBS PROVIDER
MAY 21, 1998--JAN. 6,2010 Arizona Department of Economic Security, Phoenix, AZ.
▪Respite care
▪Attendant care
▪Habilitation
▪Personal care
▪Non-Emergency transportation

HCBS Provider
October--2008--January 2010 Arion Care Solutions, Chandler AZ.
▪Respite
▪Habilitation
▪Attendant Care

Habilitation Tech 2
10-14-1996 to 11-1-2005 Horizon Human Services, Miami, AZ.
▪Worked with vocational Rehabilitation, and Pre-employment to provide services granted by the department of Economic Security.
▪Provide daily activities designed to train in daily living skills, personal, physical and social needs.
▪Implement client's individual program plans.

Training

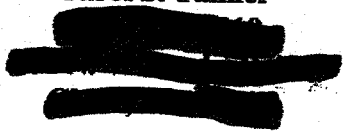
CPR--FIRST-AID 9-19-09 To 09-19-2011
Article 9
Job Specific skills--Residential Trainer
Behavior building
Client Intervention training level 1 & 2
Pre-'Employment and Work Maturity
Liberal Arts Course Title: Marriage and Family

▪State Of Arizona Fingerprint Clearance Card 08-09-2004 To 09-09-2010
▪Extracurricular activities--Volunteer for Special Olympics.

References

References are available on request.

Carol S. Tanner



Horizon Human Services - 2/11-Present

Habilitation Tech I - Provide vocational rehabilitation services to persons with disabilities. Engage in one on one supportive relationships with participants. Consult and work with professional staff as needed.

Oxford Health Care - (Temporary) 5/08-11/08

Home Health Care - Assist clients with a variety of disabilities with home and personal care. Assist with errands including grocery shopping, letter writing, etc. Prepare meals for clients. Respite care for families of clients with Alzheimer disease. Keep complete records including time and activity tracking for each visit. Worked with an average of 5-6 clients per day.

Pinto Valley Operations - (contract) 4/07 - 9/07

HSE Document Control - Health, Safety and Environmental Admin. Assist with coordination of the daily operation of the unit. Attended and prepared agendas, transcribed and distributed minutes of safety meetings. Administrative support for upper management. Prepare financial and operational reports from data provided. Maintained electronic and paper filing system for safety department.

Maricopa County Sheriffs Office - 8/04 - 12/05

Detention Officer - Manage interpersonal conflicts to maintain order utilizing redirection and interpersonal skills, aided by the use of cameras, radios and security walks. Conduct headcounts, inmate and cell searches, supervise visitation and clothing exchanges. Monitor and control all activities regarding inmate movement. Gather information for investigations by interviewing and obtaining statements of victims, witnesses, suspects and confidential informants. Prepare logbook entries and write reports. Inventory and inspect security equipment. Communicate over radio channels while initiating and responding to radio communications. Trained in CPR and first aid. Trained to use force if necessary via approved non-lethal weapons; i.e., pepper spray and stun devices.

Mesa Community College - Student 2002-2004
Curves of West Chandler - Training/Sales
Creative Networks, LLC - Home Health Care

Avnet - 2/00 - 10/01

Human Resources Specialist/Training Specialist -Management of internal and vendor training involving outside and inside sales departments. Database administrator for Ingenium (tracks training and certifications) Meeting planning including contract negotiation for speakers and meeting space, sleeping rooms, banquet, travel and transportation arrangements. Administration of Arizona Training Grant. Member of team developing training for emerging account managers.

University of Phoenix -

5/99 - 2/00

Technical Support Specialist - Provide technical assistance to students and faculty for UOP online services; coordinate with Academic Affairs on information technology issues; assist faculty with software and access issues; manage classrooms on the exchange server. Build and coordinate new meetings as requested on exchange server. Assist faculty candidates installing software and accessing their training groups, mentorship and other folders. Answer and maintain the Faculty Tech Support email account and faculty newsgroups.

EDUCATION

Longview Community College - Lee's Summit, Missouri
Accounting I and II Principles of Supervision Intro to Data Processing Art Principles I

Boise State University - Boise, Idaho
English Composition I and II Medical Terminology Intro to Psychology
Certificates: financial planning - time management - understanding financial reports - desktop publishing

Mesa Community College - Mesa, Arizona
90 hours real estate 3 hours contract law

Rio Salado Community College - Tempe, Arizona
Certification of Completion - Detention Services

Miscellaneous Education
First Aid CPR Client Intervention Training PASS Transportation Training
Newly Employed Inexperienced Miner 5000-23's

MISCELLANEOUS SKILLS

Typing approx 80 wpm
Microsoft Office Suite

DORIS M ROOT

Objective

To obtain a position as a home health caregiver with Team Select to allow me to further my knowledge and growth where I can use my skills and hard working abilities to benefit my employer and a people oriented position to use my skills to serve others.

Abilities

I have always been diligent and deeply committed to professionalism. I am a fast learner and able to except responsibility.

Employment History

Habitation Tech II

9/2005 - 6/2010 *State Of Arizona* Globe, AZ

Transported Clients in vans, assisted clients in all home health care-showering,dressing, dispensing medication, taking clients to doctor appointments, making sure that client is taking the right medications; Assisting with their laundering, cleaning up the facility, shopping for food, managing their money accounts, logging in receipts of purchase, and speaking with client's families and friends.

Caregiver

4/2003 - 9/2005 *PEPP* Globe, AZ

Working in a group home with developmental disabilies . Helping with hygiene and daily activities,cooking,cleaning, dispensing medications.

Shift Leader

11/2002 - 9/2005 *Little Ceaser's Pizza* Globe, AZ

Crew Leader. Food prep, Assisting Employees.

Driver/Cook

10/2000 - 8/2001 *Pizza Hut* Globe, AZ

Prepare and cook food in a fast food restaurant with a limited menu. Duties of the cooks are limited to preparation of a few basic items and normally involve operating large-volume single-purpose cooking equipment.

Guard

7/1999 - 1/2000 *Pinkerton Security* Globe, AZ

Guard, patrol, or monitor premises to prevent theft, violence, or infractions of rules.

Server

1/1997 - 12/1997 *Jerry's Restaurant* Globe, AZ

Take orders and serve food and beverages to patrons at tables in dining establishment.

Education History

Completion Date	*Issuing Institution*	*Degree Received*	*Course of Study*
12/1/1994	EAC GILA PUEBLO CAMPUS	2 Years at College or a Technical or Vocational School	Health-Related Knowledge and Skills
3/1/2010	ATPC	Vocational School Certificate	Health-Related Knowledge and Skills

I'm certified in First Aide & CPR, I also hold a Arizona State Fingerprint Clearance Card

Certifications

Certification Title	*Issuing Organization*	*Completion Date*	*Expiration Date*
Heartsaver First Aid	American Heart Association	03/2010	03/2012

Additional Information

I hold a State of Arizona Fingerprint Clearance Card.

Bridget Y. Warden
[redacted]

Objective:

I would like to obtain the position of a Community Service Worker for the G.E.S.T. Program

Summary of Qualifications:

- I am enthusiastic and highly motivated with a desire to learn new skills to be an effective and productive employee.
- I am a caring and compassionate person who is very experienced in working with a diversity of people and cultures.
- I have great communication skills both written and verbal, and assist others in a professional courteous manner.
- I have the ability and skills to take on a variety of tasks with accuracy and minimal supervision.
- I have good work ethics and will work to the best of my ability, always striving to learn and better my skills and qualifications.
- I have excellent organizational skills and the ability to prioritize my work accordingly.
- I have good computer and phone skills and I can operate a copy and fax machine.
- Good decision making skills using sound judgement for effective problem solving.

Summary of Experience:

I am currently working for ***AccentCare*** *providing quality compassionate in-home care to elderly adults that need assistance with things such as their personal care, housekeeping, attended care, respite, running errands, laundry, and shopping for them if needed.*

I have also worked for a considerable amount of time in the behavioral health field with ***Horizon Human Services*** *from June 2000 - April 2008. In this field I have performed a variety of different jobs, serving a diversity of people in different programs and services.* Programs such as ...

- The **Day Treatment and Training Program** for developmentally disabled adults, devoloped to work with each individual person to teach them skills to integrate them into the community to participate in different fun activities of their choice.
- I worked as a **Prevention Specialist** working with teens to assist them in learning skills

- **I recently had my fingerprints done to have my fingerprint clearance card updated, and my TB skin test is also current.**

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County dba, Gila Employment and Special Training

Name of Agency /Organization

Tommie C. Martin Chairman, Gila County Board of Supervisors

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION			
Gila County dba Gila Employment and Special Training			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix:			
* First Name: Tommie	Middle Name: C.	* Last Name: Martin	Suffix:
* Title: Chairman, Gila County Board of Supervisors			
* SIGNATURE:		* DATE:	

State of Arizona Substitute W-9 & Vendor Authorization Form

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

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

Return completed form to the state agency with whom you do business, for review and authorization.
See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

Type of Request (Must select at least ONE)

- ○ New Request
- ○ New Location (Additional Mail Code)
- ◉ Change (Select the type(s) of change from the following:
  - ☐ Tax ID ☐ Legal Name ☐ Entity Type ☐ Minority Business Indicator
  - ☐ Main Address ☐ Remittance Address ☒ Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) ___ - ___ - ___ **OR** Federal Employer Identification Number (FEIN) 86 - 6000444

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* Gila County

Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)

- ○ Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)
- ○ Corporation NOT providing health care, medical or legal services (5A)
- ○ Corporation providing health care, medical or legal services (5M)
- ○ Partnership, LLP or Partnership organized as LLC or PLLC (5C)
- ○ An international organization or any of its agencies/instrumentalities (5U)
- ○ The US or any or its political subdivisions or instrumentalities (2G)
- ○ State of Arizona employee (1E) **STATE HRIS EIN** ___
- ○ LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
- ○ LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
- ○ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- ◉ Other: Tax Reportable Entity (5P)
- ○ Other: Tax Exempt Entity (5H)

Description County Goverment

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

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

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

DBA\Branch\Location: Gila Employment and Special Training
Address: 5515 South Apache Ave. Suite 200
City: Globe State: AZ-ARIZONA Zip code: 85501

Remittance Address Where payment is to be mailed

☒ Same as Main

DBA\Branch\Location: ___
Address: ___
City: ___ State: ___ Zip code: ___

Vendor Contact Information

Name: David B. Caddell Title: Program Manager
Phone #: (928) 402-8664 Ext.: ___ Fax: (928) 425-9468 Email: dcaddell@co.gila.az.us

Certification ☐ Exempt from backup withholding

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

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

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

Signature ___ **Title** Chairman, Gila County BOS **Date** ___

STATE OF ARIZONA **AGENCY** USE ONLY - AGENCY AUTHORIZATION — **VENDOR:** DO NOT WRITE BELOW THIS LINE

State HRIS EIN ___ Print Name ___ Signature ___
AGY ___ Title ___ Phone # ___ Email ___ Date ___

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

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ GAO-03 ☐ Other
Vendor Number ___ Processed by ___ Date Processed ___

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

General instructions:

1. Form GAO-W-9 should be completed by computer (electronically).

2. Vendor must type or legibly print all `Required' fields and submit to the State of Arizona agency they do business with for their review and authorization of the form.

Specific instructions:

Type of Request
Select the type of request being made. Select only one, the choices are: 1) New Request, 2) New Location or 3) Change. If selecting Change, please identify what fields have changed since the previous submission. Check all changes that apply: Tax ID, Legal Name, Entity Type, Minority Business Indicator, Main Address, Remittance Address or Contact Information.

Taxpayer Identification Number (TIN)

Social Security Number (SSN) OR Federal Employer Identification Number (FEIN)
Required. Enter your 9 digit Social Security Number (SSN) **OR** Federal Employer Identification Number (FEIN). This is your Taxpayer Identification Number (TIN) as assigned by the Internal Revenue Service (IRS) or Social Security Administration (SSA).

Entity Name

Legal Name
Required. Enter the name corresponding to the TIN given. Name must be the same as registered with the Internal Revenue Service (IRS) or Social Security Administration (SSA).

- **Individuals**: Enter First Name, Middle Name, Last Name
- **Sole Proprietorships**: Enter First Name, Middle Name, Last Name
- **ALL Others**: Enter Legal Name of the Business.

Entity Type
Required. Check only ONE entity type for the TIN given. If State of Arizona employee is selected, you must provide your State of Arizona Human Resources Information Solution (HRIS) Employee Identification Number (EIN). Board Members should select State of Arizona employee only if they have a State of Arizona HRIS EIN, otherwise select Individual/Sole Proprietor. If "Other" is selected, please provide a Description for your business.

Minority Business Indicator
Required. Select the most detailed description for your business. Only one selection can be made. If none apply, select the second from last description of Non-small, Non-Minority or Non-Women Owned Business (00). For non-businesses, please select the last option of Individual, Non-Business (00).

To be classified as a Small, Minority, Women-owned, or Disadvantaged Business Enterprises, a company must meet all qualifying standards and be at least 51 percent owned, operated, and controlled by the qualifying person or persons. For additional information and definitions, refer to the following web site:
http://www.azcommerce.com/BusAsst/SmallBiz/SBS/K1/Home.htm

Main Address-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the same as the Main Address entered.

Doing Business As (DBA)\Branch\Location
Optional. For the remittance address, enter a DBA, branch name or location, if applicable. Also enter any continuation of the Name or Business Name if needed.

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

Main Address cont.-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the same as the Main Address entered.

Address
Required. Enter under the `Main Address' an address where tax information and general correspondence is to be mailed. Enter under Remittance Address an address where payments should be made. Foreign addresses should enter full address here.

City
Required. Enter your city.

State
Required. Select your state from the drop-down list. If you are using an address outside of the U.S., select XX-Foreign address.

Zip code
Required. Enter your 5 digit zip code. A 4 digit add on is optional. If completing online, do not enter a dash. If foreign address, do not complete field and enter full address in the address line.

Contact Information-Required

Name
Required. Enter contact name. The person indicated will be contacted for payment related questions or issues.

Title
Optional. If the form is completed on behalf of a business, please enter your title.

Phone#
Required. Enter the contact's phone number including area code. If competing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

EXT
Optional. Enter the contact's phone number extension, if applicable.

email
Optional. Enter the contact's email address. Must be in the format: email@address.com.

Fax
Optional. Enter the contact's fax number. If completing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

Certification

Exempt from backup withholding
Optional. Check box if you are exempt from backup withholding (Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments). Refer to IRS W-9 instructions for additional information.

Signature
Required. Signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

Title
Required. Enter the title of the person who signed/certified the form.

Current Date
Required. This field will default to the current date if form is completed electronically.

Do not complete any remaining fields; they are reserved for use by the State of Arizona.

Additional Information
For additional information concerning certification requirements for the substitute W-9 form, refer to the instructions for the Internal Revenue Service form W-9 at: **www.irs.gov.**

JANICE K. BREWER
Governor

SCOTT A. SMITH
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT DIVISION

100 N 15TH AVE, SUITE 301
PHOENIX, ARIZONA 85007
(602) 542-2182

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(O), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits. I am a sole proprietor and I am doing business as (Name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, (Enter State Agency Here), for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, (Enter State Agency Here). I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor _____

Social Security Number _____ Telephone Number _____

Street Address / PO Box _____

City _____ State AZ Zip Code _____

Signature of Sole Proprietor: _____ Date _____

State Agency _____ Agency # _____

Signature of Agency
Contract Administrator: _____ Date _____

Contract Identification: _____

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15 Avenue, Suite 301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

_____ Date _____

Signature of Risk Management Authorized Signer

Print Form

DES 1-01-34
Limited English Proficiency

POLICY STATEMENT	DES 1-01-34.I
AUTHORITY	DES 1-01-34.II
OVERVIEW	DES 1-01-34.III
SCOPE	DES 1-01-34.IV
DEFINITIONS	DES 1-01-34.V
STANDARDS	DES 1-01-34.VI

DES 1-01-34
Limited English Proficiency

I. POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with limited English proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

1. Develop and adhere to specific written procedures;
2. Perform a needs and capacity assessment;
3. Arrange for oral language assistance, as appropriate;
4. Determine which of the Department documents meet the definition of a vital document;
5. Translate vital documents into languages other than English;
6. Provide notification to customers of the availability of language assistance services;
7. Evaluate current Department Web sites for LEP compliance;
8. Develop and implement standards to ensure LEP compliance on all future Web pages;
9. Train all staff who are likely to have contact with Department customers and the management staff who support them;
10. Develop and incorporate an accessible issue resolution process; and
11. Monitor customer access to language assistance.

II. AUTHORITY

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Arizona Constitution, Article 28

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

"(1) A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:

(i) Deny an individual any service, financial aid, or other benefit provided under the program;

(ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

(2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

III. OVERVIEW

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with limited English proficiency (LEP) are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP Policy ensures that the Department, and all Department services regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

IV. SCOPE

This LEP Policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP Policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP Policy.

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, or Assistant Director or their designee with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

VI. STANDARDS

1. All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

2. **Compliance and Enforcement:** It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP Policy and the specific work unit LEP procedure.

3. **Work unit Procedures:** Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

   a. Provision of language services generally;

   b. Identification and assessment of language needs;

   c. Oral language assistance services;

   d. Written translations;

   e. Oral and written notification of the availability of language services;

   f. Issue resolution rights;

g. Staff training on language service provision; and

h. Monitoring access to language assistance.

4. **Needs and capacity assessment:** The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If work unit determines that it does, then:

- Determine the number or proportion of LEP customers served;
- Determine the frequency of contact between LEP customers and the program;
- Assess the nature and importance of the program; and
- Assess available resources.

a. ***Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.*** These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

b. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.

c. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use Departmentally-produced data, and the frequency with which it will complete the assessment.

d. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***

i. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes;

ii. Each work unit procedure shall include the use of language preference posters in each local office. These posters are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display posters in all its offices in which customer interaction is anticipated. These posters are developed, transmitted, and maintained as a Departmental function.

5. **Oral language assistance:**

a. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary timeframes may vary based upon the nature and importance of the service. For example, timeframes for emergency services may be different from those timeframes for non-emergency services. In most circumstances, this requires language services to be available within reasonable timeframes during all operating hours by:

i. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed;

ii. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department has a bilingual stipend program in place that operates under DES 1-26-26, *Bilingual Stipend for Certified Employees*. This program compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed;

iii. Orally translating vital documents into languages other than English for LEP customers.

b. ***Location and Accessibility of LEP Services***: Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.

c. ***Use of Bilingual Staff: The Department will make reasonable efforts to recruit and have bilingual staff*** employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:

i. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit;

ii. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.

d. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

6. **Translation of written materials:** Each work unit must identify its vital documents. Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

- Applications;
- Recertification or renewal applications;
- Documents that require a response;
- Letters or other written documents that contain information regarding participation in a program;
- Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
- Consent and complaint forms;
- Appeal rights and grievance procedures;
- Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required; and
- Notices advising LEP persons of free language assistance.
- Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

a. ***Each work unit shall translate its vital documents into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English: The Department Office of Graphics and Design or a state-approved translation contract. Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

b. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with the Department policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

c. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

7. **Institutional Considerations for Translation:**

a. ***Each work unit shall ensure that the public is aware of available interpretation and translation assistance.*** Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.

b. ***Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.*** The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.

c. ***The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.*** The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.

d. ***Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.***

8. **Training:** Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with the Department policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

a. ***General training*** for all staff on the importance of providing services for individuals with LEP;

b. ***Work unit-specific training*** to ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters;

c. ***Technical assistance training*** for LEP contact staff;

d. ***Management level training*** for supervisors and administrative staff assisting staff with direct customer contact.

9. **Providing notice to LEP Customers of the availability of language assistance services and outreach:** Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

   a. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense;

   b. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support Department outreach efforts in relation to the programs it administers and the services it provides;

   c. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance;

   d. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify persons of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

10. **Monitor access to language assistance:**

   a. ***Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.*** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

      i. Current LEP populations in service areas or population or specific populations encountered;

      ii. Frequency of encounters with LEP customers;

      iii. Nature and importance of activities to LEP customers;

      iv. Availability of resources, including technological advances, additional resources, and the costs imposed;

v. Whether existing assistance is meeting the needs of the LEP customers;

vi. Whether staff know and understand the LEP procedures; and

vii. Whether identified sources for assistance are still available and viable.

Work units shall utilize the Departmental monitoring survey instrument. This tool identifies all mandatory points of review for each work unit. Work units shall forward this information and the completed survey to the DOEO and the Department's Office of Policy no less than annually for review. The DOEO will report the results to the Director.

b. ***Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.*** Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:

i. Has up-to-date information on language needs in the communities it serves;

ii. Has an adequate number of oral translators to ensure timely compliance with LEP needs;

iii. Translates vital written documents into the languages needed by the communities being served;

iv. Has adequate supplies of translated materials;

v. Trains those staff required to be trained in LEP activities; and

vi. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

11. **Provision of Technical Assistance:** ***Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.*** The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP Policy and the work unit's LEP Procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include timeframes for the LEP contact to respond or to elevate the question to the Director's Office of Equal Opportunity (DOEO). The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

12. **Issue Resolution**

a. ***Work unit Level Process:*** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I Resolution Process.

i. The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying;

ii. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services;

iii. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.

iv. The Level I process shall include the following:

The manager in charge at the site where an LEP related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP Policy and the work unit LEP Procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

b. ***Department Level Process:*** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the Department Office of Equal Opportunity to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required timeframes, based upon the program(s) from which the LEP customer is seeking service.

i. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the timeframes, and the process request verbally or in writing an Executive Leader (EL) review and decision. The EL may request assistance from the Director's Office of Equal Opportunity (DOEO) with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer. The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advise the LEP customer of the method and time frame to obtain a Level III review.

ii. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

Exhibit A

Arizona Department Of Economic Security
Rehabilitation Services Administration

Extended Supported Employment
CLIENT SERVICE PLAN

Contractor's Name:	Contract Number:
Client's Name:	Last 4 digits of SSN:

State overall purpose of the service:

Client's present or baseline level of skills; current concerns or service needs:

Client's accommodation needs necessary for successful completion of the agreed upon objectives:

Other areas relevant to the service provision and client's accomplishment of the service objectives:

Client's progress will be measured as follows:

Exhibit A

Arizona Department Of Economic Security
Rehabilitation Services Administration

Extended Supported Employment
CLIENT SERVICE PLAN

Contractor's Name:	Contract Number:
Client's Name:	Last 4 digits of SSN:

Each objective must be expressed in measurable term and statements as expected service outcome.

Client Service Objective(s)	Expected Service Outcome(s)	Anticipated completion date

Client's attendance requirements necessary for successful completion of the stated objectives:
Number of days per week: Number of hours per day:

Client's /Guardian's Signature: _____ Date: _____

Contractor (or designee) Signature: _____ Date: _____

Exhibit B

Arizona Department of Economic Security
Rehabilitation Services Administration
Extended Supported Employment

MONTHLY PROGRESS REPORTS

Reporting Period: From ,	Through ,	(month, day and year)	
Client's name:			Last 4 Digits of SSN:
Contractor's Name:			Contract Number:
Referring RSA Staff:			RSA Authorization Number:
CLIENT'S EMPLOYMENT INFORMATION			
Employer 's Name:			
Employer's Address and Phone:			
Hourly Wage for this position	Client's Wage Per Hour	Work hours per week	Job Title:

CLIENT'S PROGRESS UPDATE

Problems/issues that client is encountering (describe)

Concerns (e.g. report client absences)

Recommendations, additional support provided (discuss)

Exhibit B

Arizona Department of Economic Security
Rehabilitation Services Administration
Extended Supported Employment

MONTHLY PROGRESS REPORTS

Reporting Period: From , Through , (month, day and year)	
Client's name:	Last 4 Digits of SSN:
Contractor's Name:	Contract Number:
Referring RSA Staff:	RSA Authorization Number:

SERVICE PROVISION AND OUTCOMES *Each objective must be expressed in measurable term and statements. The following information is required for each service objective:*

List each client's objective as specified in the *Client Service Plan*	Describe activities and services provided during this reporting period	Number of service units spent *for each activity*

Exhibit B

Arizona Department of Economic Security
Rehabilitation Services Administration
Extended Supported Employment

MONTHLY PROGRESS REPORTS

Reporting Period: From , Through , (month, day and year)	
Client's name:	Last 4 Digits of SSN:
Contractor's Name:	Contract Number:
Referring RSA Staff:	RSA Authorization Number:

CLIENT'S ATTENDANCE LOG FOR (enter month), (enter year)

Complete this table for each client:
1. Days and Hours client worked
2. Days and Hours the Contractor provided Job Coaching (JC)

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Work Hours																
JC Hours																

Date	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Work Hours																
JC Hours																

Client's /Guardian's Signature: _____ Date: _____

Contractor (or designee) Signature: _____ Date: _____

Exhibit C

Arizona Department of Economic Security
Rehabilitation Services Administration
Extended Supported Employment Services

CLIENT SATISFACTION SURVEY

Thank you for taking the time to complete this Survey developed by the Arizona Rehabilitation Services Administration (AZ RSA). AZ RSA is committed to providing quality services and values your opinion regarding the program you are attending.

CONTRACTOR'S NAME who provided extended supported employment services:

_____

YOUR NAME IS _____

Employer's Name: _____

Employment Start Date: _____

Hourly Wage: _____$/HOUR

Briefly describe the services you received from this Contractor that helped you maintain and/or improve your employment

_____

_____

HOW WOULD YOU RATE THE QUALITY OF SERVICES YOU RECEIVED FROM THIS CONTRACTOR?
☐ Excellent ☐ Good ☐ Poor

Comment: _____

THE CONTRACTOR'S STAFF DELIVERED SERVICE IN A TIMELY MANNER
☐ Strongly Agree ☐ Agree ☐ Neutral ☐ Disagree ☐ Strongly Disagree

COMPARED WITH MY FUNCTIONING BEFORE SERVICES,
☐ I am now less dependent upon others in performing my work activities
☐ There has been no change in my ability to perform my work activities.
☐ I am now more dependent upon others in performing my work activities

Comment: _____

OVERALL, I AM SATISFIED WITH THE QUALITY OF SERVICES PROVIDED BY THIS CONTRACTOR
☐ Strongly Agree ☐ Agree ☐ Neutral ☐ Disagree ☐ Strongly Disagree

OVERALL RATING OF THE CONTRACTOR'S SERVICE PROVISION IS:
☐ Excellent ☐ Good ☐ Poor

WRITE ANY SUGGESTIONS YOU MAY HAVE TO IMPROVE SERVICES THAT YOU RECEIVED

_____

_____

Exhibit D

CODE OF CONDUCT

The Contractor shall adhere to the following Code of Conduct:

1. The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall:
   a. Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.
   b. Collaborate with RSA staff and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.
   c. Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA staff assigned to the client's case.
   d. Develop and maintain confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.
   e. Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.
   f. Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
   g. NEVER:
      i. Engage in any form of intimate and sexual activity with an RSA client.
      ii. Enter into any business partnership with an RSA client.
      iii. Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.
      iv. Exploit the client's trust in the Contractor or its personnel for any purpose.
      v. Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

Exhibit E

CLIENT TRANSPORTATION REQUIREMENTS

1.1 The Contractor may provide transportation for the client, dependent(s) and/or care-givers for the purpose of the client's participation in service provision;

1.2 Transposition cost is the responsibility of the Contractor.

1.3 If the Contractor and/or its personnel provides its own vehicular transportation of clients, their dependents and/or care-givers, or uses a private provider or volunteer-driven vehicles to transport clients, their dependents and/or care-givers, in addition to the requirements specified in A.C.C. R9-20-212 and 213, and all applicable Federal, State and local laws, rules and regulations, the following shall apply:

1. No client, dependent and/or care-giver shall be transported in portions of the vehicles not constructed for the purpose of transporting people, such as truck beds, campers, or any trailered attachment to a motor vehicle;
2. Assist the client, dependent(s) and/or care-giver(s) to enter and exit the vehicle as is necessary;
3. Ensure that all individuals are properly seated and seat belts are securely fastened by means of age- and weight-appropriate restraints when the vehicle is in operation;
4. Child safety restraint seats shall be used in accordance with ARS § 28-907.
5. Ensure that client, dependent(s) and/or care-giver(s) do not stand or sit on the floor while the vehicle is in motion; Vehicle doors shall remain locked at all times when the vehicle is in motion;
6. Povide a safe vehicle loading and unloading area, away from moving traffic and hazardous obstructions;
7. Provide adapted vehicles for clients and/or care-givers with special mobility;
8. Escort all persons, under the age of 18 and without an adult in accompaniment, to their final destination and not leave them unattended.
9. Report any traffic accident involving any client, dependent and/or care-giver being transported by the Contractor, its transport contractor or contractor personnel, volunteers, or interns utilizing personal vehicles; The accident shall be verbally reported the same day of the occurrence to the referring ADES staff. A legible, written report of the accident shall be submitted within three (3) business days.

1.4 All vehicles used for this service shall:

1. Have valid registration and license plates.
2. Have at least the minimum level of insurance required by the State of Arizona.
3. Be constructed for the safe transportation of persons. All seats shall be securely fastened to the body of the vehicle.

1.5 Vehicles used to transport clients in wheelchairs shall be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.

1.6 Ensure the following:

1. Individuals providing transportation shall be a minimum of eighteen (18) years of age and possess a valid Operator's License or Chauffeur's License.
2. Verification of the driving record for any individual who will be providing transportation services to assure no revocation or suspension of his or her license within the last three (3) to five (5) years.
3. Provide an Identification Card to all persons providing transportation, whether paid or volunteer;

1.7 Contractor may utilize public transportation services for transporting the client alone, depending upon the age and developmental ability of the client to utilize this service on his/her own.

1. Payment for the public transportation service is the responsibility of the Contractor. The referring ADES staff must be in agreement with the use of public transportation prior to this occurring.

Exhibit F

Arizona Department of Economic Security
Rehabilitation Services Administration
Extended Supported Employment
QUARTERLY REPORT

Reporting Calendar Quarter (month,day and year)	From:				Through		
Contract Number:							
Contractor's Name:							
Client's First Name	Client's Last Name	Last 4 Digits of SSN#	*Date Referral Received	Total Hours of Job/Support Coaching Provided	Total Hours Job Placement Provided	Date Job Placement Outcome	Date Successful Employment Retention

** Required field =enter past dates for clients transferred from previous contract (s)

8-8-11 vp

Exhibit F

Arizona Department of Economic Security
Rehabilitation Services Administration
Extended Supported Employment
QUARTERLY REPORT

Reporting Calendar Quarter (month,day and year)	From:				Through		
Contract Number:							
Contractor's Name:							
Client's First Name	Client's Last Name	Last 4 Digits of SSN#	*Date Referral Received	Total Hours of Job/Support Coaching Provided	Total Hours Job Placement Provided	Date Job Placement Outcome	Date Successful Employment Retention

8-8-11 vp

Exhibit G

CONTRACTOR INVOICE FORM

Date:

Month covered in this billing: From Through

Contractor's name:	
Contractor's Phone Number:	Contractor's Fax Number:
Contract Number:	
Contractor's FEI or SSN Number:	
RSA client's name:	

RSA Authorization Number:

Service	Service Unit	Number of Service Units	Contract Rate $	Total Billing Amount $
TOTAL BILLING AMOUNT FOR THIS CLIENT				

Attach all required reports

"This invoice is a true and accurate account of the services listed on this statement for the time period specified; this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review." The invoice shall be signed and dated by the person authorized to submit invoices for the Contractor.

Name, title, phone number and address of the Contractor has designated person who prepared this form:

Name:_____ Title: _____
Phone Number:

Signature: _____

David Fletcher
Director

Bree'na York
Fiscal Services Manager

GILA COUNTY COMMUNITY SERVICES DIVISION

"A Community Action Agency"

"Improving the Quality of Life for all Residents, one life at a time"

FAX TRANSMITTAL COVER SHEET

DATE: 9 / 6 / 11

TO {COMPANY NAME}: DCYF Contracts Unit.

FAX NUMBER: 602-542-3330

ATTN: Central Registry Request.

SENT BY: David Caddell

FOR WHOM:

SUBJECT/NOTES: RSA Background Check.

TOTAL NUMBER OF PAGES SENT {INCLUDING COVER SHEET}: 4

IF ALL PAGES ARE NOT RECEIVED, PLEASE CALL DENISE @ (928) 425-7631 X - 8796

REPAC
5515 South Apache Ave
Suite 200
Globe, AZ 85502
(928) 425-7631
(928) 425-9468 FAX

Community Action Program
Economic Development
5515 South Apache Ave, Ste 200
Globe, AZ 85501
(928) 425-7631
(928) 425-9468 FAX

GEST/HOUSING
5515 South Apache Ave
Suite 200
Globe, AZ 85501
(928) 425-7631
(928) 425-9468 FAX

WIB Department
5515 South Apache Ave
Suite 200
Globe, AZ 85501
(928) 425-7631
(928) 425-9468 FAX

Equal Employment Opportunity Employer/Program. Auxiliary aids and services area available upon request to individuals with disabilities.
TTY: 7-1-1

800-304-4452 toll free

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

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

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

PLEASE FILL OUT THE INFORMATION BELOW:

Offeror or Contractor Name (Print): Gila County dba, Gila Employment and Special Training	**Extended Supported Employment**
Solicitation Number: ADES DIRECT CONTRACT	Contract Number: TBD
Phone Number: (928) 402-8664	
Mailing Address: 5515 South Apache Ave. Suite 200 Globe, AZ 85501	
Email Address: dcaddell@co.gila.az.us	
Name of Person Authorized to Submit Request (Print): David B. Caddell	
Signature of Requester: D. B. Caddell	
Date of Request: 8/30/11	

NOTE for OFFEROR/CONTRACTOR:
Mail your completed central registry request to:

DCYF Contracts Unit
Attention: CENTRAL REGISTRY REQUEST
Arizona Department of Economic Security
1789 W. Jefferson, SITE CODE 940A
Phoenix, AZ 85007

or **Fax** to CENTRAL REGISTRY REQUEST 602-542-3330

or **Email** (encrypted) to DCYFCentralRegistryCheck@azdes.gov

FYI, results of this check will be either

1. EMAILED to email address above if all names are cleared; or
2. MAILED to the requester with information on employees who are found to have substantiated reports.

Internal Use Only;
For Solicitations: DES Designated Staff (Office of Procurement):

For Contracts: DES Designated Staff (Program): RSAContractsUnit@azdes.gov

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Employee Information (Print)	Employee Information (Print)
Name David B. Caddell	**Name** Phillis Weaver
Alias (previously used names) None	**Alias (previously used names)** Phillis Jaramillo
Date of Birth 2/8/1963	**Date of Birth** 4/22/1955
Social Security Number 280-68-9499	**Social Security Number** 827-08-8366
INTERNAL DES USE ONLY: Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY:** Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

Employee Information (Print)	Employee Information (Print)
Name Leona Bowman	**Name** Doris Root
Alias (previously used names) Leona Huffman	**Alias (previously used names)** Doris Tafe
Date of Birth 6/10/1962	**Date of Birth** 5/7/1953
Social Security Number 526-49-8035	**Social Security Number** 373-64-0617
INTERNAL DES USE ONLY: Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY:** Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Employee Information (Print)	Employee Information (Print)
Name Helene Lopez	**Name** Carol Tanner
Alias (previously used names) Helene Lagunas	**Alias (previously used names)** Carol Branson and Carol Overlander
Date of Birth 9/30/1963	**Date of Birth** 12/1/1960
Social Security Number 526-83-8342	**Social Security Number** 496-72-4299
INTERNAL DES USE ONLY: Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY: Search results** Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

Employee Information (Print)	Employee Information (Print)
Name Bridget Yvette Warden	**Name**
Alias (previously used names) Bridget Yvette Mc Gaughey	**Alias (previously used names)**
Date of Birth 6/1/1965	**Date of Birth**
Social Security Number 526-79-0417	**Social Security Number**
INTERNAL DES USE ONLY: Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY: Search results** Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Employee Information (Print)	Employee Information (Print)
Name	**Name**
Alias (previously used names)	**Alias (previously used names)**
Date of Birth	**Date of Birth**
Social Security Number	**Social Security Number**
INTERNAL DES USE ONLY: Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY:** Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

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Social Security Number	**Social Security Number**
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REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

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Social Security Number	**Social Security Number**
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Alias (previously used names)	**Alias (previously used names)**
Date of Birth	**Date of Birth**
Social Security Number	**Social Security Number**
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REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Employee Information (Print)	Employee Information (Print)
Name	**Name**
Alias (previously used names)	**Alias (previously used names)**
Date of Birth	**Date of Birth**
Social Security Number	**Social Security Number**
INTERNAL DES USE ONLY: Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY:** Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

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Name	**Name**
Alias (previously used names)	**Alias (previously used names)**
Date of Birth	**Date of Birth**
Social Security Number	**Social Security Number**
INTERNAL DES USE ONLY: Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY:** Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Employee Information (Print)	Employee Information (Print)
Name	**Name**
Alias (previously used names)	**Alias (previously used names)**
Date of Birth	**Date of Birth**
Social Security Number	**Social Security Number**
INTERNAL DES USE ONLY: Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY:** Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

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REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

DISQUALIFICATION ACTS

A person is disqualified from providing services to DES clients in a direct service position if he/she is identified as a subject of a substantiated report for any of the following.

Death of a Child Due to Abuse
24 Child death due to alleged abuse or suspicious death
111 Death of a child due to physical abuse or suspicious death
Death of a Child Due to Neglect
24 Child death due to alleged neglect or suspicious death
101 Death of a child due to neglect
Physical Abuse, High Risk
25 Injuries requiring emergency medical treatment
27 Child age 24 months is shaken (shaken baby syndrome)
201 Physical abuse high risk
Physical Abuse, Moderate Risk
45 Injuries may require medical treatment
202 Physical abuse moderate risk
Neglect, High Risk
33 Untreated life threatening condition, Infant Doe, Non-organic FTT
37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
38 Neglect results in injury/illness requiring emergency medical treatment
39 Imminent harm to child due to health or safety hazards in living environment/exposure to the elements
40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment
43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
301 Neglect, high risk
Neglect, Moderate Risk
50 Living environment presents health or safety hazards to a child under the age of six
51 Sexual conduct/physical injury between children due to inadequate supervision
55 Child diagnosed by mental health professional with behavior consistent with emotional abuse
56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week
302 Neglect, moderate risk
Sexual Abuse, High Risk
41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days
42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined
401 Sexual abuse, high risk
Sexual Abuse, Moderate Risk
54 Sexual behavior within the past 8-14 days
403 Sexual abuse, moderate risk
Emotional Abuse, Moderate Risk
502 Emotional abuse, moderate risk

Caddell, Dave

From: Voight, Christina, A [CVoight@azdes.gov]
Sent: Tuesday, September 06, 2011 9:17 AM
To: Caddell, Dave
Cc: *RSA Contracts Unit
Subject: Background Check

September 6, 2011

Gila County dba, Gila Employment and Special Training / Extended Supported Employment
Attn: David Caddell
Date of Request: 8-30-11

Dear David,

As required in the Arizona Department of Economic Security, Special Terms and Conditions, Contractors and Offerors are required to submit the "Request for Search of Central Registry for Background Check" form for each employee of the Contractor or Offeror who provides direct service to children or vulnerable adults.

After conducting a search in the Child Protective Services (CPS) Central Registry, it has been determined that there are no substantiated findings of disqualifying acts of child abuse and/or neglect with CPS.

Sincerely,

Division of Children, Youth and Families
Financial and Business Operations Administration
Contracts Unit

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/02/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-955-8700
Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc.
15 Enterprise, Ste 200

Aliso Viejo, CA 92656

CONTACT NAME:
PHONE (A/C, No, Ext): 602-244-2233 ext. 303 FAX (A/C, No): 602-244-2242
E-MAIL ADDRESS: rose_unruh@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arizona Counties Insurance Pool	
INSURER B: Arizona Counties Workers Comp Pool	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gila County
Attn: Birdie DeNero
1400 E. Ash Street

Globe, AZ 85501

COVERAGES

CERTIFICATE NUMBER: 22964742

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ACIP070111	07/01/11	07/01/12	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
	X Public Officials' E&O						PERSONAL & ADV INJURY	$
	X Misc Medical Mal E&O						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	X POLICY PRO-JECT LOC						E & O	$ 1,000,000
A	AUTOMOBILE LIABILITY			ACIP070111	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp Ded/Coll Ded:	$ 1,500/$1,500
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CRLAZWC070111	07/01/11	07/01/12	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Supported Employment Services Contract

CERTIFICATE HOLDER

State of Arizona
Dept. of Economic Security
Attn: RSA Contractus Unit Manager
Rehabilitation Services Admin
P.O. Box 6123, Site Code 930A
Phoenix, AZ 85005-6123

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ARF-818 **Consent Agenda Item 4- Q**

Regular BOS Meeting

Meeting Date: 09/20/2011

Submitted For:	Claudia DalMolin	Submitted By:	Claudia DalMolin, Sheriff's Office
Department:	Sheriff's Office		
Fiscal Year:	2012	Budgeted?:	Yes
Contract Dates Begin & End:	7-01-2011 to 6-30-2012	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement for FY 2012 Cycle 25 Award (ACJC# DC-12-036)

Background Information

The Gila County Sheriff's Drug, Gang, and Violent Crime Task Force has been in operation since its inception in 1988. Since 1988, the Gila County Sheriff's Office each year has applied for and received a grant award from the Arizona Criminal Justice Commission through its Drug, Gang and Violent Crime Control Program.

The mission of the Gila County Drug, Gang and Violent Crime Task Force is to protect life, property and the rights of individuals by using multi agency efforts with participating agencies to reduce drug, gang and violent crime related investigations. The primary objective is to disrupt drug sales, interdict and dismantle drug trafficking and drug organizations as well as to promote education and awareness to the citizens of Gila County and to secure the welfare of the public. Identify local gang affiliated members in conjunction with G.I.T.T.E.M. and the U.S. Marshall's Office. Assist Gila County detectives with violent crimes such as homicides, abductions, and jail crime investigations.

Evaluation

The Gila County Drug, Gang and Violent Crime Task Force's ultimate initiative is to protect life, propertyand the rights of individuals. A letter dated June 29, 2011, was sent to Sheriff John Armer from the Program Manager of the AJCJ Drug, Gang and Violent Crime Control Program advising that a FY 2012 Cycle 25 Grant Award in the amount of $344,288 is being awarded to the Gila County Sheriff's Office providing that the Grant Agreement is approved by the Board of Supervisors, signed and returned to the ACJC within 90 days of the grant award letter dated June 29, 2011.

No County matching funds are required for this grant cycle.

Conclusion

In order to receive continued funding for the Gila County Drug, Gang and Violent Crime Task Force, the Board of Supervisors needs to officially accept the grant award by executing the Grant Agreement, and the Sheriff's Office needs to return the signed Grant Agreement to ACJC within 90 days of June 29, 2011.

Recommendation

The Gila County Sheriff's Office recommends that the Board of Supervisors approve a Grant Agreement between the Gila County Sheriff's Office and the ACJC through its Drug, Gang and Violent Crime Control Program which is in the amount of $344,288 for fiscal year 2012.

Suggested Motion

Approval of an Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement (FY 2012 Grant Cycle 25 Award - ACJC Grant No. DC-12-036) awarded to the Gila County Sheriff's Office to provide continued funding for the Gila County Drug, Gang and Violent Crime Task Force in the amount of $344,288 for the period July 1, 2011, through June 30, 2012.

Attachments

DGVCC2012

Arizona Criminal Justice Commission

Chairperson
RALPH OGDEN
Yuma County Sheriff

Vice-Chairperson
DANIEL G. SHARP, Chief
Oro Valley Police Department

JOHN R. ARMER
Gila County Sheriff

JOSEPH ARPAIO
Maricopa County Sheriff

DUANE BELCHER, Chairperson
Board of Executive Clemency

DAVID K. BYERS, Director
Administrative Office of the Courts

CLARENCE DUPNIK
Pima County Sheriff

ROBERT C. HALLIDAY, Director
Department of Public Safety

TOM HORNE
Attorney General

ROBERT HUDDLESTON, Chief
Casa Grande Police Department

BARBARA LAWALL
Pima County Attorney

BILL MONTGOMERY
Maricopa County Attorney

CHARLES RYAN, Director
Department of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

LINDA SCOTT
Former Judge

GEORGE E. SILVA
Santa Cruz County Attorney

CARL TAYLOR
Coconino County Supervisor

Mayor
VACANT

Police Chief
VACANT

Executive Director
John A. Blackburn, Jr.

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX:(602) 364-1175
www.azcjc.gov

June 29, 2011

The Honorable John Armer
Gila County Sheriff's Office
P.O. Box 311
Globe, AZ 85502

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY 2012 Cycle 25 Award, DC-12-036

Dear The Honorable John Armer:

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the Cycle 25, FY 2012 Drug, Gang and Violent Crime Control Program.

Paragraphs 5 and 6 of the enclosed agreement provide the amount of funding awarded to your agency in addition to identifying specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the attached agreement and accompanying documentation as revisions or new requirements have been incorporated. Please return the Grant Agreement in its entirety with authorized signatures to the Arizona Criminal Justice Commission office, in addition to required documents outlined in the attached checklist. Agreements not returned within 90 days of the award date with authorized signatures may be cancelled.

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement. Recipients may find the following resources useful: ACJC Grant Management Resource Manual and the OJP Financial Guide.

Activity and Financial Reports: Progress and financial reports are required for this grant. Reporting schedule(s) may be found in paragraph 15 of the agreement. Activity and financial report forms can be accessed from our website at: DGVCC Reporting Forms. Reports are to be submitted via e-mail at dcadmin@azcjc.gov or via fax at (602) 364-1175.

Direct Deposit Requirement: Award recipients are required to have a direct deposit account to receive payment via electronic transfer. If your agency is not yet set up to receive direct deposit payment, please contact the General Accounting Office to set-up an account.

Our office looks forward to the continued partnership. Please contact Keri Raichert at (602) 364-1168, KRaichert@azcjc.gov or Janice Simpson at (602) 364-1186, JSimpson@azcjc.gov with questions.

Sincerely,

Tony Vidale

Tony Vidale, Program Manager
Drug, Gang, and Violent Crime Control Program

FY 2012 Drug Gang and Violent Crime Control Program

CHECKLIST

Please return the documents listed below to the Arizona Criminal Justice Commission Office:

☐ **Signed Grant Agreement – Authorized Signatures**

Note: ACJC retains the grant agreement with original signatures. If your agency wishes to have a copy of the agreement with original signatures for your records, please send additional signed copies, and a copy with original signatures will be mailed back to you. Otherwise, the original will be scanned and a PDF copy of the grant agreement will be sent via e-mail.

☐ **If applicable, approved resolution from the board showing this Agreement as an agenda item (excluding state agencies)**

☐ **Completed Annual Benchmark Worksheet**

Note: All agencies are required to estimate FY 12 (July 1, 2011 – June 30, 2012) activity by completing the yellow boxes of the Annual Benchmark Excel Worksheet.

☐ **If applicable, completed Program Income Worksheet**

Note: All grantees that generate income as a direct result of the grant-funded project must establish a program income formula by completing the program income worksheet.

Please send Grant Agreement and approved resolution documents (if applicable) to the following:

Arizona Criminal Justice Commission
Attn: Drug, Gang and Violent Crime Control Program
1110 W. Washington, Suite 230
Phoenix, AZ 85007

Please submit Annual Benchmark Worksheets and Program Income Worksheets via e-mail at dcadmin@azcjc.gov.

ARIZONA CRIMINAL JUSTICE COMMISSION

GRANT AGREEMENT SIGNING INSTRUCTIONS

Please review the grant agreement and forward to the appropriate approval authority for execution. Funds may only be disbursed to your agency once the agreement is properly and fully executed.

On the grant agreement signature page, there are 3 sections that must be signed/completed. For the purposes of this grant agreement, your agency is the GRANTEE.

A. **Authorized signature**: Requires the signature of the individual ***authorized to make agreements*** for your governmental subdivision.

1. For county offices, the chairman of the county board of supervisors must sign the grant agreement. If someone other than the chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the board's rules require an attestment or certification of the signature by the clerk of the board, it may be typed anywhere it is convenient on the signature page.

2. For city offices, the mayor or the city manager must sign the grant agreement. If someone other than the mayor or city manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the council rules require an attestment or certification of the signature by the clerk, it may be typed anywhere it is convenient on the signature page.

3. For county and city offices, a signed copy of the board of supervisors or city council's approved agenda item or resolution listing this grant agreement must be attached to the signed agreement when it is returned to the Arizona Criminal Justice Commission office.

4. For state agencies, the director or chief executive officer of the agency must sign the grant agreement where indicated.

5. For non-profit agencies, the executive director or chairman of the board must sign the agreement where indicated.

B. **Legal counsel for GRANTEE**: Requires the signature of the deputy county attorney or assistant attorney general who provides legal counsel to the governing body. This individual is approving the agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State agencies should check if this is required by their legal counsel. This field is not required for non-profit agencies.

C. **Appropriate A.R.S., ordinance, or charter reference:** This line refers to the Arizona Revised Statute, city ordinance or other reference that gives the governing body legal authority to perform the agreement activities. This field is not required for non-profit agencies.

If there are any questions regarding the execution of this agreement, please contact the grant coordinator at (602) 364-1146.

ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number **DC-12-036**
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1ST day of July, 2011, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Gila County, through Gila County Sheriff's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of ARS § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2011 and terminate on June 30, 2012. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.

2. The GRANTEE agrees that grant funds will be used to enhance drug, gang and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate and/or punish drug, gang and related criminal offenders.

3. The COMMISSION will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding or permanently terminate this Agreement or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

4. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

   A. If to the COMMISSION:

      Arizona Criminal Justice Commission
      1110 W. Washington Street, Suite 230
      Phoenix, Arizona 85007
      Attn: Program Manager

B. If to the GRANTEE:

Gila County Sheriff's Office
P.O. Box 311
Globe, AZ 85502
Attn: The Honorable John Armer

5. For grant awards above $100,000, the GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. If the GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or purchase equipment, written approval from the COMMISSION in advance is required.

   For grant awards less than $100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If the GRANTEE wishes to purchase equipment, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	$344,288.00
Fringe Benefits (for salaries/overtime)	Not Approved
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment Capital	Not Approved
Equipment Noncapital	Not Approved
TOTAL	344,288.00
Equipment Type: Not Approved Other Operating Type: Not Approved **Personnel Positions Funded:** Commander (1.00), Sergeant (1.00), Agent (3.00)	

6. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed 344,288.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice, Office of Justice Programs (DOJ). If this grant has a matching requirement the GRANTEE understands that other federal grant funds cannot be used as a match for this grant.

7. The GRANTEE understands that financial reports are required for reimbursement of expenditures. The final request for reimbursement of grant funds must be received by the COMMISSION no later than 60 days after the last day of the award period.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this

provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

10. The GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

    Accordingly, the accounting systems of the GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

11. The GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

12. For the purpose of this grant, a capital expenditure is $5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $5,000, the GRANTEE will use its own policy.

13. The GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. The GRANTEE agrees that funds will not be used for the construction of new facilities.

14. The GRANTEE agrees that all personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. The GRANTEE further agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant funded employees. Salary employees must prepare time and attendance sheets signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant funded employees or a certification to file as defined below.

    Certification to file for salary employees:
    - **Working solely on a specific grant award** – Requires after-the-fact certifications that the employee is working 100 percent of his time on the grant award must be prepared no less frequently than every 6 months, and must be signed by the employee and supervisory official having firsthand knowledge of the work performed.
    - **Two or More Grant Programs** – Requires after-the-fact distribution of the actual activity worked by the employee and be prepared at least monthly; to coincide with one or more pay periods; and be signed by the employee and supervisory official having firsthand knowledge of the work performed.

15. The GRANTEE agrees that it will submit financial and activity reports to the COMMISSION on forms/format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities including the documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received.

Activity reports are to be submitted according to the following schedule:

ACTIVITY REPORTS	
Report Period:	**Due Date:**
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

Financial reports are to be submitted according to the following schedule:

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 to July 31	August 25	January 1 to January 31	February 25
August 1 to August 31	September 25	February 1 to February 29	March 25
September 1 to September 30	October 25	March 1 to March 31	April 25
October 1 to October 31	November 25	April 1 to April 30	May 25
November 1 to November 30	December 25	May 1 to May 31	June 25
December 1 to December 31	January 25	June 1 to June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

16. All goods and services must be received or have reasonable expectations thereof and placed in service by the GRANTEE by the expiration of this award.

17. The GRANTEE agrees that all encumbrances must be expended and that goods and services must be paid within 60 days of the expiration of this award. GRANTEE shall remit all unexpended grant funds to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.

18. The GRANTEE agrees to obtain written COMMISSION approval for all sole-source procurements in excess of $100,000.

19. The GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $450 per day.

20. The GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

21. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

22. The GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

23. The parties agree to use arbitration in the event of disputes in accordance with the provisions of ARS § 12-1518 et seq. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the COMMISSION.

25. The GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

26. 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 Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.

27. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any to 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 GRANTEE'S contractor or any of it owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's 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 negligence 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 grant, 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

28. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing Information System. The GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing Information System is replaced or enhanced. The COMMISSION will provide a copy at the request of the GRANTEE.

29. If the GRANTEE is a governmental political subdivision, the GRANTEE agrees to utilize the National Information Exchange Model/Global Justice XML Data Model (NIEM/GJXDM) an object oriented data model that specifies a representation structure for the Global Justice XML Data Dictionary (GJXDD), approved by the COMMISSION as the standard for information sharing when improving, updating, or replacing an existing Information System.
Link: *OJP IT GJXDM* http://www.it.ojp.gov

30. If the GRANTEE is a governmental political subdivision, the GRANTEE should integrate its information sharing systems with other information sharing systems and networks within the state using existing networks as the backbone to achieve interstate connectivity. Unless the

GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost effective or would impair the functionality of an existing or proposed information sharing system, integration is essential.

31. If the GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with ARS § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

32. If the GRANTEE is a state agency and the award is for technology development projects, for more than $25,000 the GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Government Information Technology Agency (GITA), with a copy to the COMMISSION. Additionally, the GRANTEE agrees to submit required project status reports to GITA using their forms by the required due date with copies to the COMMISSION.

33. The GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period. If the GRANTEE is a forensic laboratory all key laboratory personnel must meet all applicable qualifications required for their positions as outlined in the National DNA Quality Assurance Standards issued by the FBI. Additionally any change in laboratory accreditation or certification must be reported to the COMMISSION within ten (10) days of the change.

34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

35. The GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

36. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

37. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

38. The GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

39. The GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

40. The GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2010-DJ-BX-0110 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

41. The GRANTEE shall transmit to the COMMISSION copies of all official publications at least fifteen (15) working days prior to public release. Advance notice permits time for coordination of release of information where appropriate and to respond to press or public inquiries.

42. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

43. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of ARS § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

    "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."
    Link: *Limited English Proficiency A Federal Interagency Website* http://www.LEP.gov

44. The GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
Link: http://www.ojp.gov/about/ocr/equal_fbo.htm.

45. The GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. The GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

46. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by the GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against the GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

47. The GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

48. The COMMISSION encourages the GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

49. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

50. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments,* the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Links:
OMB Circulars http://www.whitehouse.gov/omb/circulars/index.html
OJP Financial guide: http://www.ojp.usdoj.gov/financialguide/
ACJC Grant Management Reference Manual:
http://www.acjc.state.az.us/ACJC.Web/pubs/home/Grant_Management_Manual_9_2008.pdf

51. The GRANTEE agrees to check the US General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for individuals, agencies, companies and corporations debarred or suspended from doing business

with recipients receiving federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* http://epls.arnet.gov

52. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

53. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with ARS § 41-4401 federal immigration laws by state employers and contractors.

54. The GRANTEE acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

55. Pursuant to ARS § 35-391.06 and ARS § 35-393.06, the GRANTEE hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

56. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

57. The GRANTEE assures that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. The GRANTEE agrees to keep on file documentation showing that it has met this requirement.

58. The GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, the GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

59. The GRANTEE agrees that if any criminal justice information systems developed, designed, implemented or upgraded with these grant funds will be compatible, where applicable with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (AFIS) that will conform to the American National Standards Institute (ANSI standard data format for interchange of

fingerprint information (ANSI/NIST-CLS-I-1993), National Sex Offender Registry, National Protective Order file, and other reporting standards of the FBI, and applicable statewide or regional criminal justice information sharing standards and plans.

60. The GRANTEE agrees that projects supported with these funds will coordinate with federal, state and local homeland security and pre-sale of firearms checks as appropriate.

61. The GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

62. The GRANTEE ensures that if forensic laboratories are supported with these funds they will use generally accepted laboratory practices and procedures in the operation of the laboratory established by an accredited organization or appropriate certifying body.

63. The GRANTEE ensures that if any DNA analyses conducted with funding under this award are performed either by a government owned laboratory that is accredited or currently undergoes external audits not less than once every two years that demonstrate compliance with DNA Quality Assurance Standards established by the Director of the FBI, or through an accredited fee-for-service vendor. Accreditation must be by a nonprofit professional association actively involved in forensic science that is nationally recognized within the forensic science community.

64. The GRANTEE shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and where applicable, uploaded to the National DNA Index System (NDIS). If the GRANTEE is not a member of NDIS, the GRANTEE must have written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and where applicable uploaded into NDIS.

65. The GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, the GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

    The GRANTEE agrees expeditiously to obtain active registration with the Central Contractor Registration (CCR) database, and to notify the program office in writing of its registration and expiration date.

66. The GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

67. The GRANTEE agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of any grant requirements.

68. The GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs*

Financial Guide to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.

69. The GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-110. If interest is earned on Byrne Justice Act Grant funds, the GRANTEE must account for, report as program income, and use the interest earned in accordance with the provisions of Part III, Chapter 4: Program Income of the OJP Financial Guide: **Link:** http://www.ojp.usdoj.gov/financialguide/.

70. The GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org).

71. In addition to the financial and administrative requirements contained within this Agreement, the GRANTEE agrees to comply with any Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

72. This Agreement is subject to cancellation pursuant to the provision of ARS § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

73. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Board of Supervisors, Chairperson Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate ARS, ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director Date
Arizona Criminal Justice Commission

ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

***Insurance Requirements* for Any Contractors Used by a Party to the Grant Agreement:**

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

   a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   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.

Exhibit "A" Page 2

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

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

   a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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 ARS 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract.

Exhibit "A" Page 3

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates 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* must have prior approval from the State of Arizona 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 then none of the above shall apply.

ARF-743 **4- R**

Regular BOS Meeting

Meeting Date: 09/20/2011

Reporting Period: Human Resources reports for the weeks of 09/13/11 and 09/20/11

Submitted For: Berthan DeNero **Submitted By:** Erica Raymond, Human Resources

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Information

Subject

Human Resources reports for the weeks of September 13, 2011, and September 20, 2011.

Suggested Motion

Approval of the Human Resources reports for the weeks of September 13, 2011, and September 20, 2011.

Attachments

09/13/11 Human Resources Agenda

09/20/11 Human Resources Agenda

HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 13, 2011

DEPARTURES FROM COUNTY SERVICE:

1. Tambra Armenta – Recorder – Recorder's Clerk – 09/09/11 – General Fund – DOH 11/28/07 – Resignation
2. Charlene Becker – Health and Emergency Services – Community Health Assistant – 09/07/11 – WIC Fund 94% - Commodity Supplement Food Program Fund 6% - DOH 06/06/05 – Resignation

HIRES TO COUNTY SERVICE:

3. Jerry Moore – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 09/26/11 – Public Works Fund – Replacing Casey Bramlet

DEPARTMENTAL TRANSFERS:

4. Jonathan Bearup – From Globe Regional Justice Court – To Clerk of the Superior Court – From Justice Court Clerk Associate – To Courtroom Clerk – 09/21/11 – General Fund

POSITION REVIEW:

5. Pascal Brown – County Attorney – Deputy County Attorney Senior – 07/01/11 – General Fund – Completed five years trial practice
6. Lacy Cooper – County Attorney – Deputy County Attorney Senior – 07/01/11 – General Fund – Completed five years trial practice

HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 20, 2011

DEPARTURES FROM COUNTY SERVICE:

1. Devin Chavez – Health and Emergency Services – Animal Regulation Enforcement Officer – 09/16/11 – Rabies Control Fund – DOH 08/20/07 – Resignation
2. Ryan Powers – Board of Supervisors – Temporary Laborer – 09/02/11 – Constituent Services II Fund – DOH 05/31/11 – Temporary position
3. Denise Barajas – Board of Supervisors – Temporary Laborer – 09/02/11 – Constituent Services II Fund – DOH 06/07/10 – Temporary Position

HIRES TO COUNTY SERVICE:

4. Julie Anderson – Recorder's – Voter Outreach Assistant – 09/26/11 – General Fund – Replacing Vino Burnette
5. Howard Gallion – Public Works – Building and Grounds Maintenance Worker – 09/26/11 – General Fund – Replacing Randy Burkhalter
6. R. Brent Henry – Public Works – Building and Grounds Maintenance Worker – 09/26/11 – General Fund – Replacing Marion Faubush
7. Angela Lara – Community Services – Career and Employment Specialist – 09/26/11 – Various funds – Replacing Celina Salinas
8. Jullie Mercer – Health and Emergency Services – Public Health Nurse I – 09/26/11 – Health Services Fund – Replacing Michelle Craft

TEMPORARY TO REGULAR STATUS:

9. Michelle Lynn Duarte – Payson Justice Court – Justice Court Clerk Associate – 09/12/11 – General Fund

REQUEST PERMISSION TO POST:

10. Health and Emergency Services – Animal Control Worker – Vacated by Amber Martinez – Date Vacated 09/09/11 – Waiver of 120 Day Hiring Freeze approved 08/25/11
11. Health and Emergency Services – Community Health Assistant – Vacated by Kasey Jankowski – Date Vacated 08/16/11 – Waiver of 120 Day Hiring Freeze approved 08/16/11
12. Public Fiduciary – Temporary Administrative Clerk – Vacated by JoAnna McDaniel – Date Vacated 07/18/10