

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:

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## **REGULAR MEETING - MONDAY, OCTOBER 3, 2011 - 10 A.M.**

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **REGULAR AGENDA ITEMS:**
  - A Information/Discussion/Action to adopt Proclamation No. 11-10 proclaiming October 2011 as "Domestic Violence Awareness Month" in Gila County.  
**(Carolyn Gillis)**
  - B Information/Discussion/Action to approve one Supervisorial District and one College District redistricting mapping alternative to be utilized by Gila County through the next decennial census.**(Linda Eastlick)**
  - C Information/Discussion/Action to adopt Resolution No. 11-10-02 designating the unincorporated community of Tri-City Regional Sanitary District as a Colonia. **(Robert Zache)**
  - D Information/Discussion/Action to adopt Resolution No. 11-10-01, which authorizes the Chairman's signature on an Intergovernmental Agreement with the State of Arizona, Department of Transportation (ADOT) for ADOT File No. IGA/JPA 11-102I for pavement marking upgrades to Wheatfields Road, Main Street/Golden Hill Road, Russell Road, Ragus Road/Railroad Avenue, San Carlos Drive, Gisela Road, Fossil Creek Road, Control Road (east end), and Colcord Road. **(Steve Sanders)**
  - E Information/Discussion/Action to approve a Power Purchase Agreement between Tioga Solar Gila, LLC and Gila County at the Globe Courthouse whereby Tioga will provide for privately owned solar photovoltaic energy generating systems to Gila County and to authorize the Chairman's signature on the Agreement. **(Steve Stratton)**
  - F Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 071911-1 for the purchase of one or more new special service SUV(s) and new 6/7 passenger minivan(s); award to the lowest, responsible and qualified bidder(s); and authorize the Chairman's signature on the award contract for the winning bidder(s). **(Steve Stratton)**
  - G Information/Discussion/Action to approve a one-year Sales Agreement between Revize Software Systems and Gila County, Arizona, for a custom County website design, web development and content management system (CMS) integration, software subscription service for website hosting, and content editor training in a base contract amount of \$10,100 plus \$3,900 for any additional modules as needed for a total contract amount not to exceed

\$14,000 for fiscal year 2011-2012. **(Jacque Griffin/Darryl Griffin)**

**3 CONSENT AGENDA ACTION ITEMS:**

- A Approval of a Weatherization Low-Income Assistance Agreement (OEP Contract No. EW-ESA-12-2182-02) between the State of Arizona, Governor's Office of Energy Policy and Gila County (Division of Community Services, Weatherization Program) to receive funding in the amount of \$26,195 to continue to provide weatherization services to eligible citizens residing in Gila County, effective upon signature by both parties and continue through June 30, 2012.
- B Approval of a Weatherization Low-Income Assistance Agreement (OEP Contract No. LW-ESA-12-2182-02) between the State of Arizona Governor's Office of Energy Policy and Gila County (Division of Community Services, Weatherization Program) to receive funding from the Low-Income Home Energy Assistance Program in the amount of \$135,693 to continue to provide weatherization services to eligible citizens residing in Gila County, effective upon signature by both parties and continue through June 30, 2012.
- C Approval of a Weatherization Low-Income Assistance Agreement (OEP Contract No. SW-ESA-12-2182-02) between the State of Arizona Governor's Office of Energy Policy and Gila County (Division of Community Services, Weatherization Program) to receive funding from the Southwest Gas Corporation Low-Income Energy Conservation Program in the amount of \$28,434 to continue to provide weatherization services to eligible citizens residing in Gila County, effective upon signature by both parties and continue through June 30, 2012.
- D Approval of a Professional Services Agreement between the Gila County Office Of Health and Christine McCown, RN on a per diem basis to provide nursing home visits from July 1, 2011, through June 30, 2012, for an amount not to exceed \$11,900.
- E Approval of Amendment No. 1 to Subgrantee Agreement No. 0-AZDOHS-CCP-777304-02 between the Arizona Department of Homeland Security and the Gila County Department of Emergency Management to extend the contract termination date from September 30, 2011, to December 31, 2011.
- F Approval to utilize the Exhibit Hall at the Gila County Fairgrounds with a waiver of fees in order for the Gila County Health Department to conduct the Teen Maze on April 30, 2012, through May 4, 2012.
- G Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 040910-1 between Gila County and Wright Asphalt Products Company LLC to extend the contract per section 2.2, from the period October 8, 2011, to October 7, 2012; and to provide for the purchase of TRMSS Fog Seal for County roads.

- H Approval of the August 2011 monthly departmental activity report submitted by the Payson Regional Justice Court.
  - I Approval of the August 2011 monthly office activity report submitted by the Payson Regional Constable's Office.
  - J Approval of the August 2011 departmental activity report submitted by the Globe Regional Justice Court.
  - K Approval of the August 2011 monthly departmental activity report submitted by Clerk of Superior Court.
  - L Approval of the August 2011 monthly departmental activity report submitted by the Recorder's Office.
  - M Approval of the Human Resources reports for the weeks of September 27, 2011, and October 4, 2011.
  - N Approval of finance reports/demands/transfers for the weeks of September 27, 2011, and October 4, 2011.
- 4 **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.
- 5 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-871**

**Regular Agenda Item 2- A**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

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

**Department:** Clerk of the Board of Supervisors

**Presenter's Name:** Carolyn Gillis

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Information

Request/Subject

Adoption of Proclamation 11-10 proclaiming October 2011 as "Domestic Violence Awareness Month" in Gila County.

Background Information

The Board of Supervisors for many years has adopted a proclamation to declare the month of October as "Domestic Violence Awareness Month" in Gila County. The request each year usually comes from Gwen Carroll, Gila County Safe Home Supervisor, or Carolyn Gillis, Program Supervisor.

Evaluation

Domestic violence is a major social crisis in our society and all Arizonans are effected by domestic violence directly or indirectly. Domestic violence affects every child and adult in Gila County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor.

Conclusion

The Gila County Board of Supervisors recognizes the importance of designating a time devoted to increase the general public's awareness and support of agencies providing services to domestic violence victims and perpetrators.

Recommendation

It is recommended that the Board of Supervisors receive an update on the activities of the Gila County Safe Home as this agency provides services to victims of domestic violence within Gila County. It would be beneficial for this agency to receive a proclamation from the Board of Supervisors which proclaims the month of October as "Domestic Violence Awareness Month" in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 11-10 proclaiming October 2011 as "Domestic Violence Awareness Month" in Gila County. **(Carolyn Gillis)**

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Attachments

Letter Requesting Proclamation No. 11-10

Proclamation No. 11-10



HORIZON Domestic Violence Safe Home Program

PO Box 1543, Globe, Arizona 85502  
(928)402-0648 FAX (928) 402-9020

Norman E. Mudd  
Chief Executive Officer

Fred Karst  
Chief Operating Officer

September 19, 2011

RE: Requesting Proclamation and agenda time

Dear Gila County Board of Supervisors,

October is National Domestic Violence Awareness Month. This month provides an excellent opportunity for Gila County to demonstrate its support in ending domestic violence and to support the numerous victims who are among us. Moreover, it is a wonderful opportunity to educate the public on the seriousness of domestic violence and the prevalence of this epidemic in our lives.

The Horizon Domestic Violence Safe Home would be honored if you would sponsor an official proclamation to recognize October as Gila County National Domestic Violence Awareness Month. Your proclamation would lend official recognition to the important work of educating the public on domestic violence, as well as emphasize your personal commitment to ending this crime. I have enclosed a sample proclamation which may help your office compose the appropriate proclamation for Gila County.

If you or your staffs have any questions concerning the request, the sample proclamation, or National Domestic Violence Awareness Month, please call me at 928-402-9297 or email me at [cgillis@horizonhumanservices.org](mailto:cgillis@horizonhumanservices.org). I will follow-up with your office on this request in the next few days. As always, we appreciate your support of National Domestic Violence Awareness Month and the ending of domestic violence. Thank you for consideration on this special request.

Sincerely,

Carolyn Gillis  
Program Supervisor



## PROCLAMATION NO. 11-10

### A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, TO PROCLAIM OCTOBER 2011 AS “DOMESTIC VIOLENCE AWARENESS MONTH” IN GILA COUNTY

**WHEREAS**, domestic violence continues to be a major social crisis in our society;

**WHEREAS**, all Arizonans are affected by domestic violence directly or indirectly, and domestic violence costs this state and county millions of dollars in lost productivity and health costs;

**WHEREAS**, domestic violence affects every child and adult in Gila County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor;

**WHEREAS**, volunteers and service providers in our community are working to provide a continuum of care to domestic violence survivors through 24-hour hotlines, emergency shelter, case management, support groups, advocacy, information and referrals, transportation and education and training;

**WHEREAS**, Gila County seeks to improve services for victims/survivors of domestic violence and prevent future acts of domestic violence through public awareness and services for victims and perpetrators;

**WHEREAS**, this community recognizes the vital importance of designating a time devoted to increase the general public’s awareness and support of agencies providing services to domestic violence victims and perpetrators; and

**WHEREAS**, we hold forth a vision of a community free from domestic violence.

**NOW, THEREFORE**, we, the members of Gila County Board of Supervisors do hereby proclaim October 2011 as “Domestic Violence Awareness Month” in Gila County.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of October 2011.

ATTEST:

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Tommie C. Martin, Chairman

\_\_\_\_\_  
Shirley L. Dawson, Vice-Chairman

\_\_\_\_\_  
Michael A. Pastor, Member

**ARF-829**

**Regular Agenda Item 2- B**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

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

**Department:** Elections Department

**Presenter's Name:** Linda Eastlick

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Information

Request/Subject

Gila County Supervisorial and Community College Redistricting

Background Information

The Gila County Redistricting Advisory Committee submitted their ideas to the Board on August 15, 2011. On August 23, the Board discussed all ideas during a work session. On September 6, the Board determined which Supervisorial and College District mapping alternatives were to be taken out for a second round of public meetings. On September 20, 2011 the Board discussed all mapping alternatives, public comments, and other information received to date and began their evaluation of final mapping alternatives. The Board agreed that three Supervisorial District maps (Plans A, B, and C) and three College District maps (Plans 1, 2, and 3) would be considered at the October 3, 2011 Board meeting.

Evaluation

The Board has the ultimate responsibility and authority to approve the final Supervisorial District and the final College District redistricting plans. The approved maps will then be included in a redistricting plan submission which will be sent to the Department of Justice (DOJ) for review. Following DOJ review and following receipt of a letter from the Department of Justice stating they have no objection to the plans, Gila County will implement the approved mapping plans for utilization by the County through the next decennial census.

Conclusion

The Board has the ultimate responsibility and authority to approve the Supervisorial District and College District redistricting plans for the County.

Recommendation

The Elections Director recommends the Board approve one mapping alternative for the Supervisorial Districts and one mapping alternative for the College Districts for Gila County.

Suggested Motion

Information/Discussion/Action to approve one Supervisorial District and one College District redistricting mapping alternative to be utilized by Gila County through the next decennial census. **(Linda Eastlick)**

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Attachments

Supervisory Plan A Map

Supervisory Plan A Report

Supervisory Plan B Map

Supervisory Plan B Report

Supervisory Plan C Map

Supervisory Plan C Report

College District Plan 1 Map

College District Plan 1 Report

College District Plan 2 Map

College District Plan 2 Report

College District Plan 3 Map

College District Plan 3 Report

# GILA COUNTY SUPERVISOR DISTRICTS DRAFT PLAN A



-  Precincts
  -  Census Block
  -  Current Districts
- Proposed Districts**
-  1
  -  2
  -  3



Whispering Pines

Zane Grey

Pine-Strawberry

# GILA COUNTY SUPERVISOR DISTRICTS DRAFT PLAN A PAYSON AREA DETAIL

Payson #5

Payson #8

Payson #4

Star Valley

Payson #3

Payson #6

Payson #1

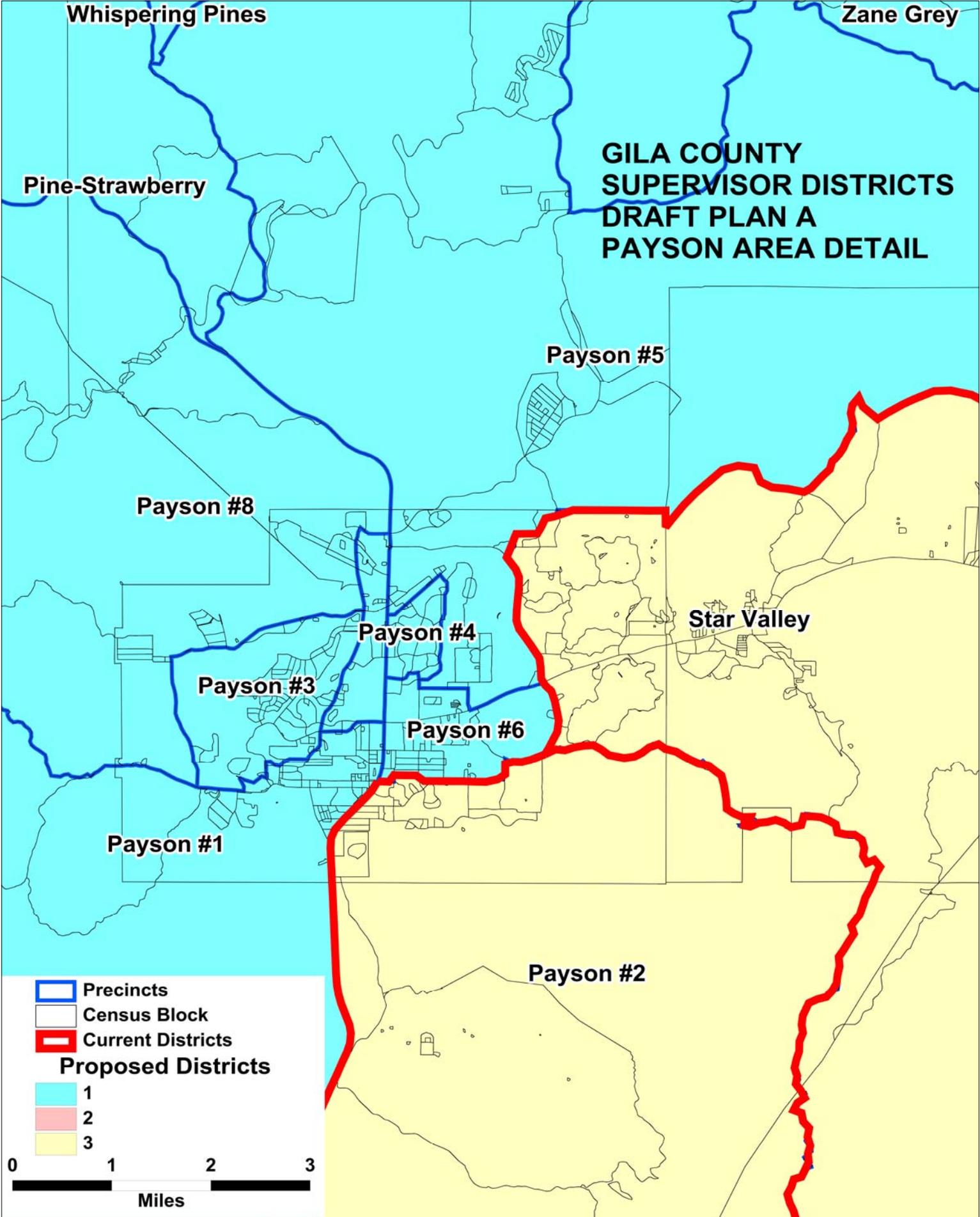
Payson #2

**Legend**

- Precincts
- Census Block
- Current Districts

**Proposed Districts**

- 1
- 2
- 3



Globe #1

# GILA COUNTY SUPERVISOR DISTRICTS DRAFT PLAN A GLOBE AREA DETAIL

Claypool #2

Miami #1

Central Heights

East Globe

Claypool #1

Globe #8

Globe #2

Globe #3

Globe #4

Globe #5

Globe #6

Globe #7

Globe #11

-  Precincts
-  Census Block
-  Current Districts
- Proposed Districts**

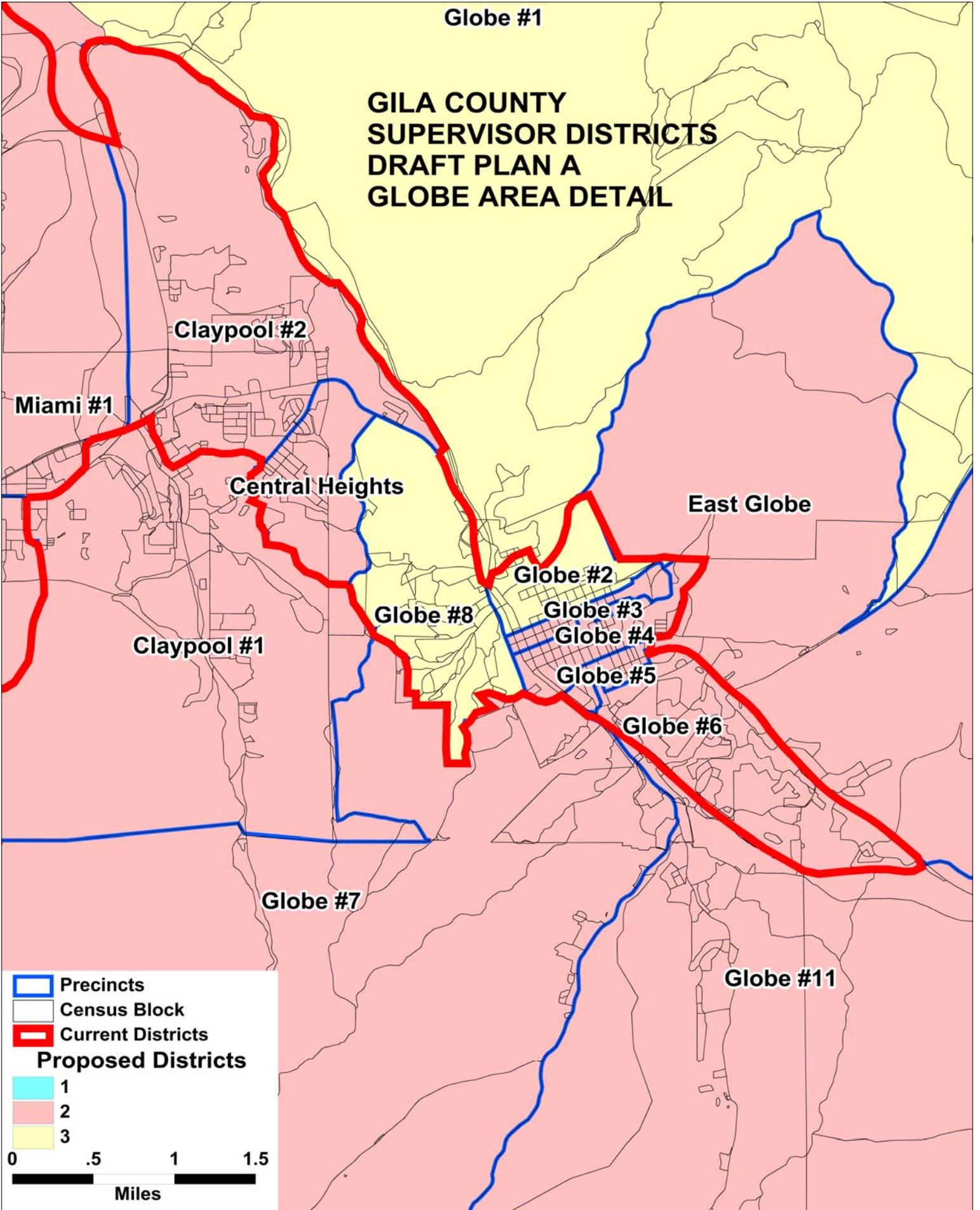
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Miles



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

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

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

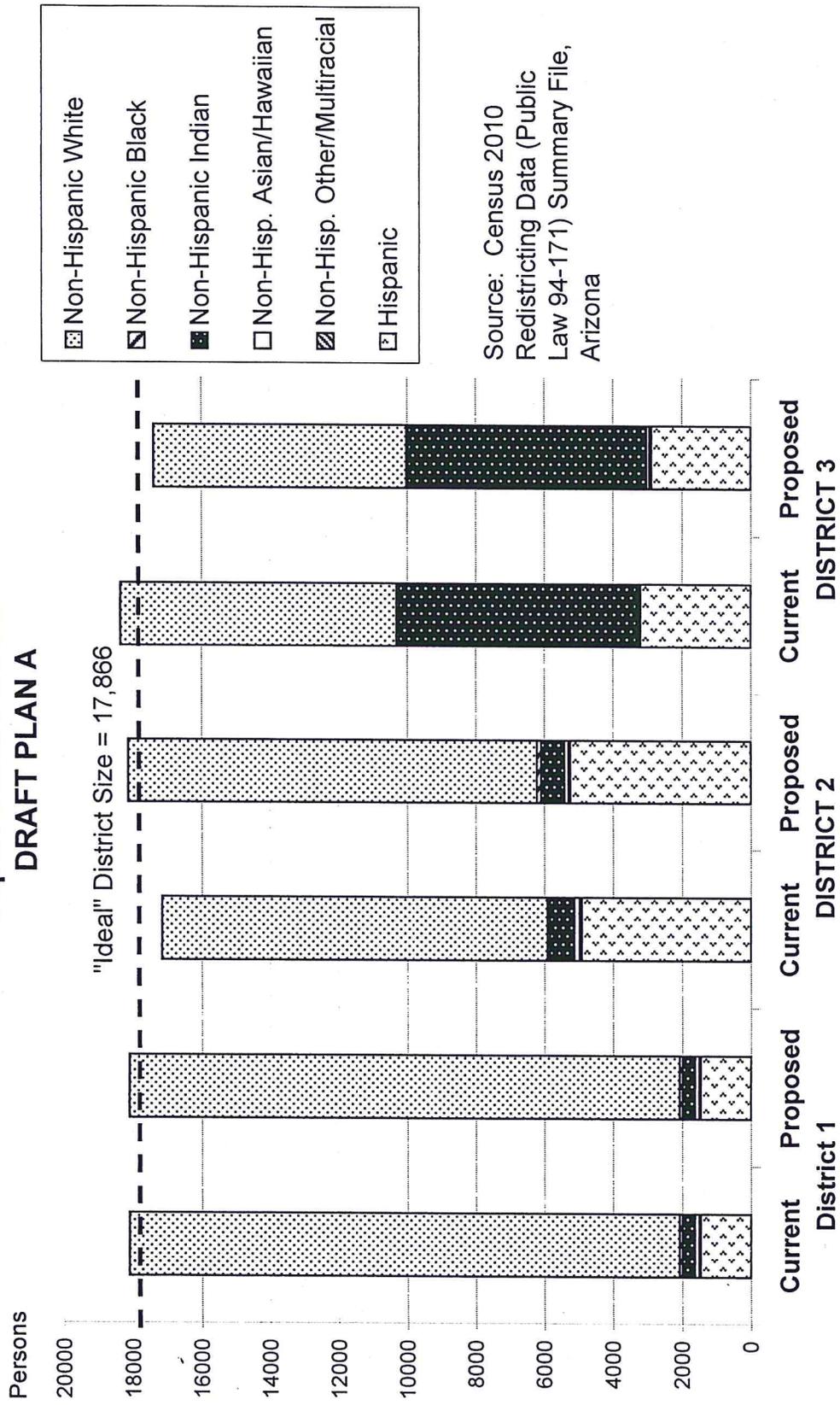
**GILA COUNTY SUPERVISORIAL DISTRICTS  
VOTING-AGE POPULATION BY RACE AND HISPANIC ORIGIN  
DRAFT PLAN A**

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

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

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

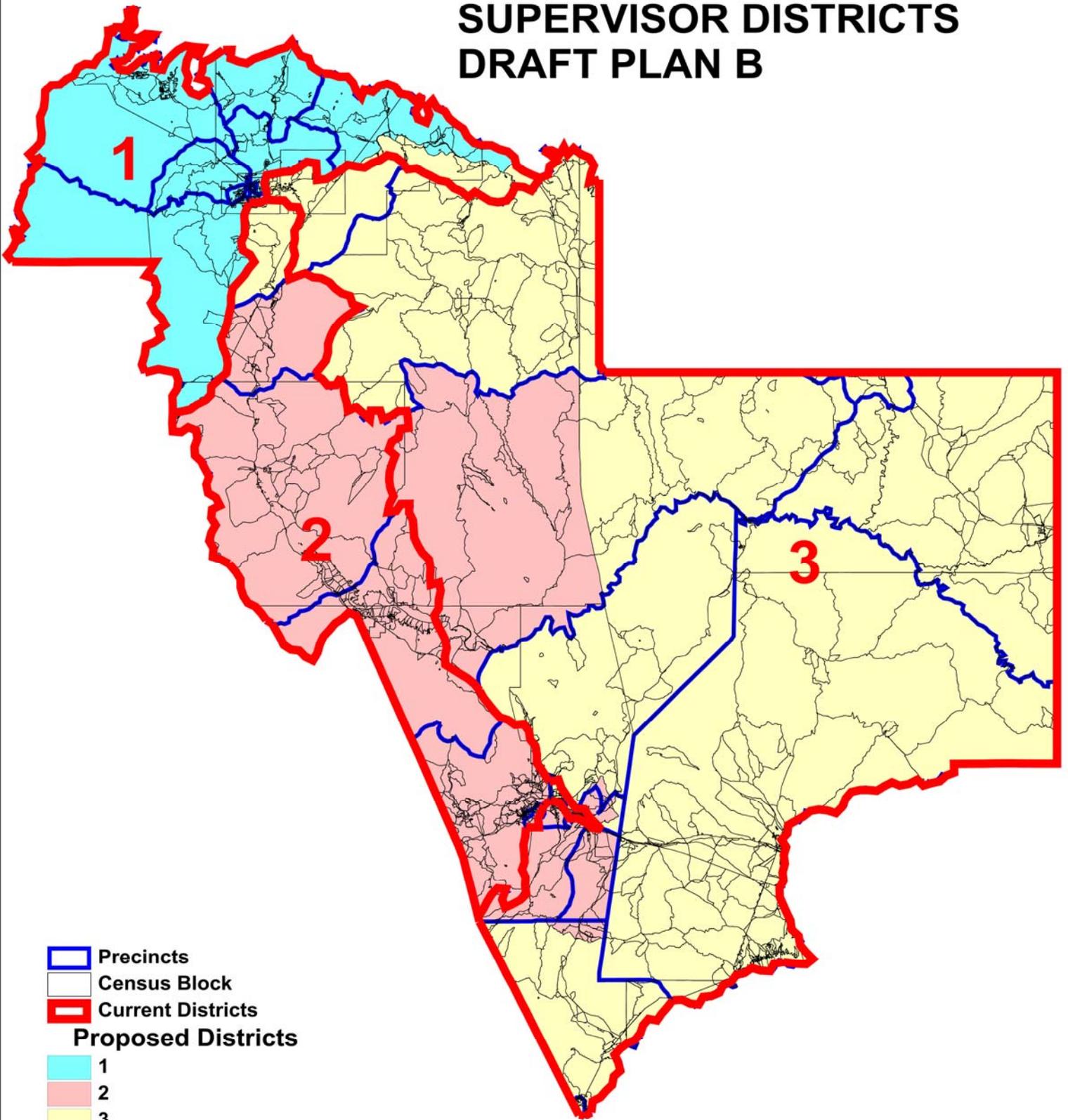
# Race and Origin Composition of Current and Proposed Gila County Supervisory Districts DRAFT PLAN A



**GILA COUNTY SUPERVISORIAL DISTRICTS  
DRAFT PLAN A**

	<b>Current</b>	<b>Proposed Plan</b>	<b>Change</b>
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



-  Precincts
  -  Census Block
  -  Current Districts
- Proposed Districts**
-  1
  -  2
  -  3



Zane Grey

**GILA COUNTY  
SUPERVISOR DISTRICTS  
DRAFT PLAN B  
PAYSON AREA DETAIL**

Payson #5

Payson #8

Payson #4

Payson #3

Payson #6

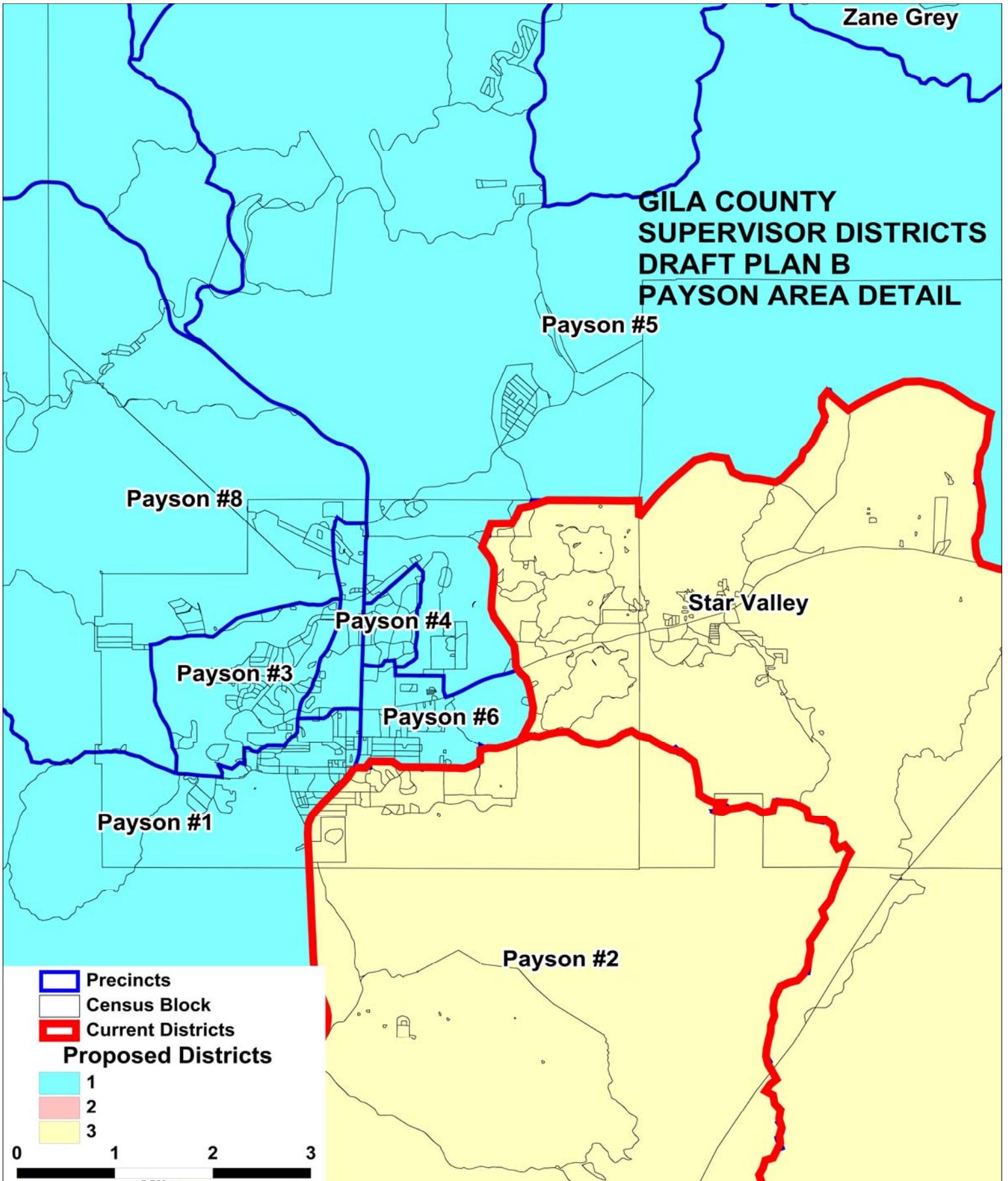
Star Valley

Payson #1

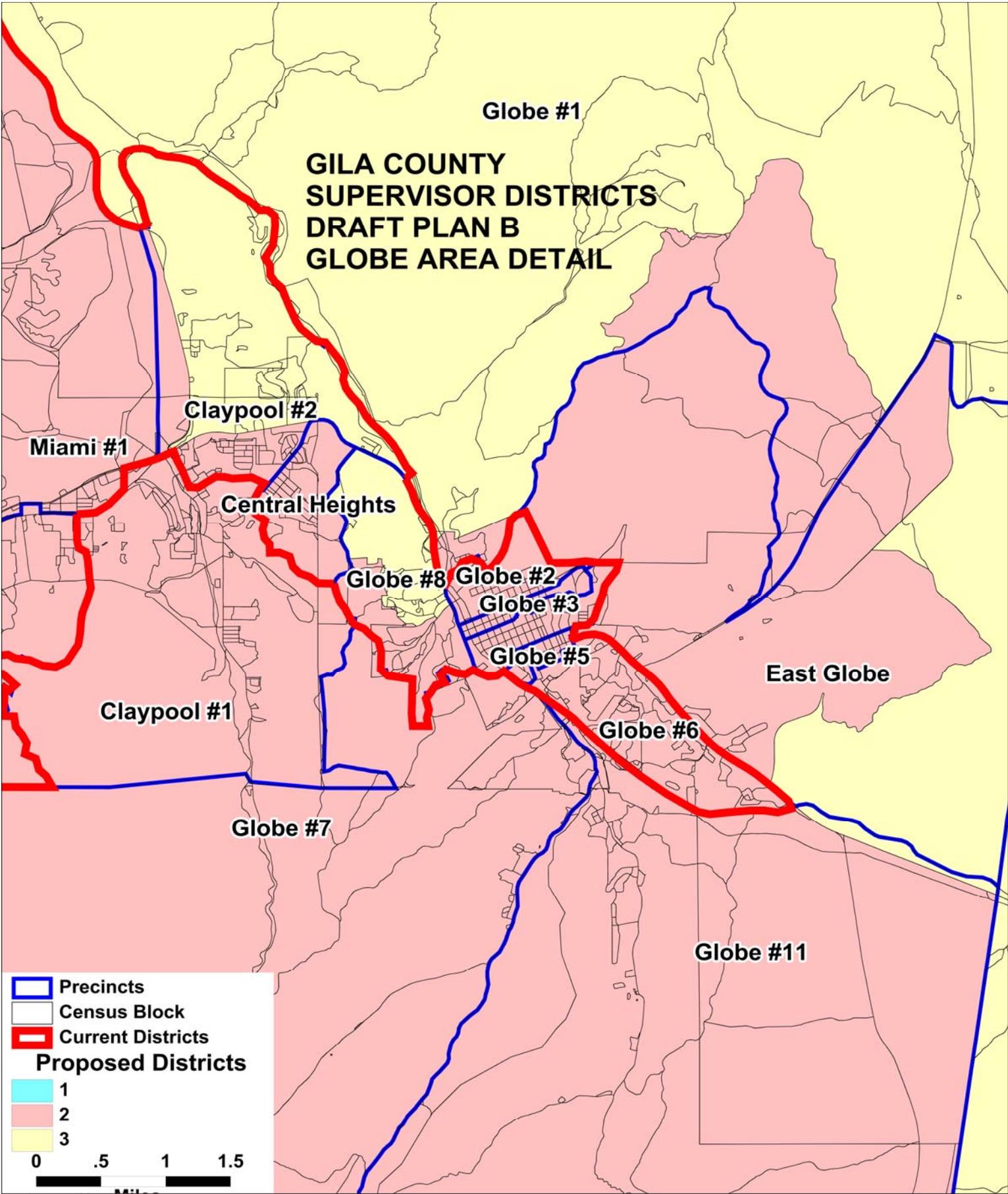
Payson #2

-  Precincts
-  Census Block
-  Current Districts
- Proposed Districts**

-  1
-  2
-  3



**GILA COUNTY  
SUPERVISOR DISTRICTS  
DRAFT PLAN B  
GLOBE AREA DETAIL**



Globe #1

Miami #1

Claypool #2

Central Heights

Globe #8

Globe #2

Globe #3

Globe #5

East Globe

Claypool #1

Globe #6

Globe #7

Globe #11

-  Precincts
-  Census Block
-  Current Districts
- Proposed Districts**

-  1
-  2
-  3

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

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

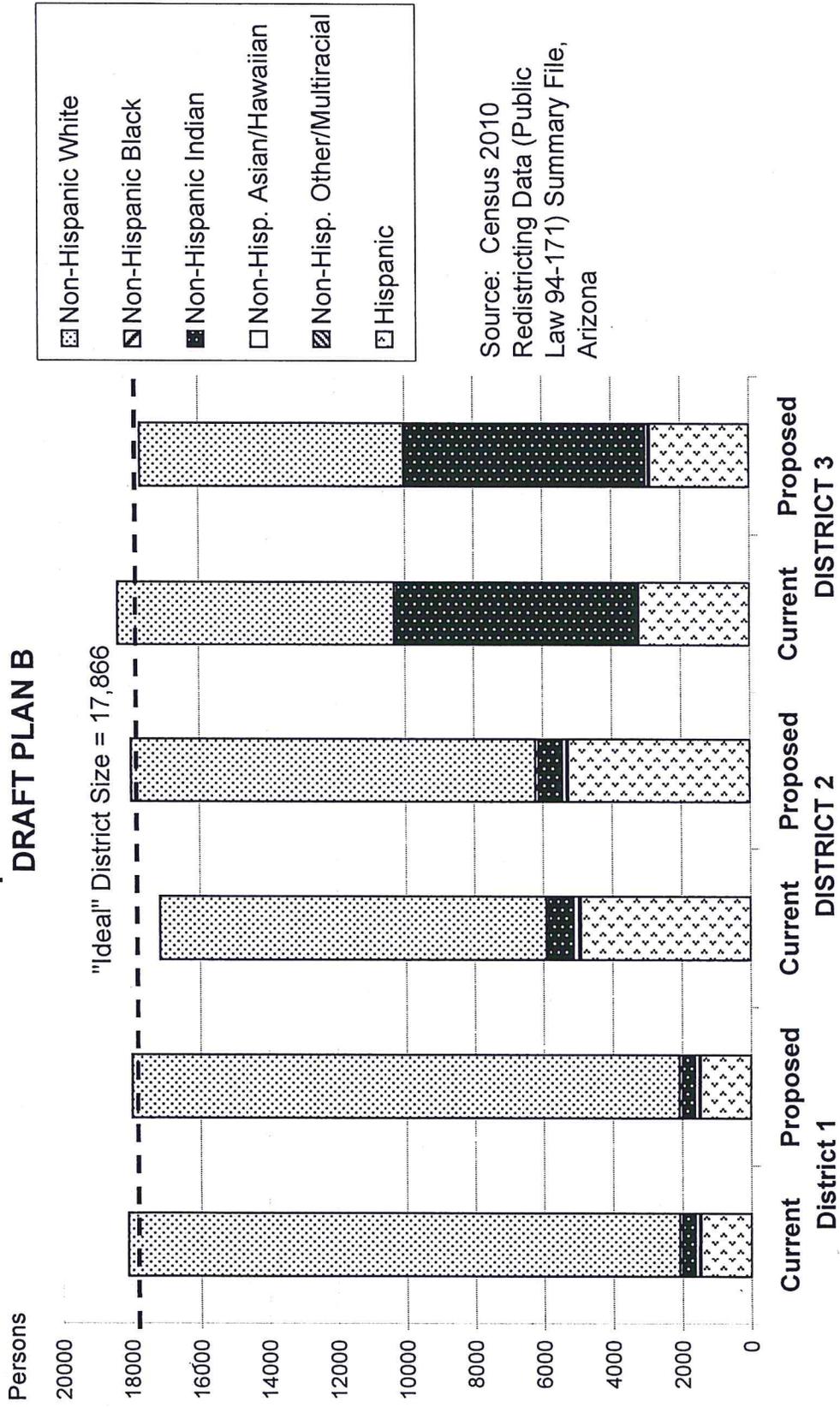
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona  
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

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

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

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 Supervisory Districts DRAFT PLAN B

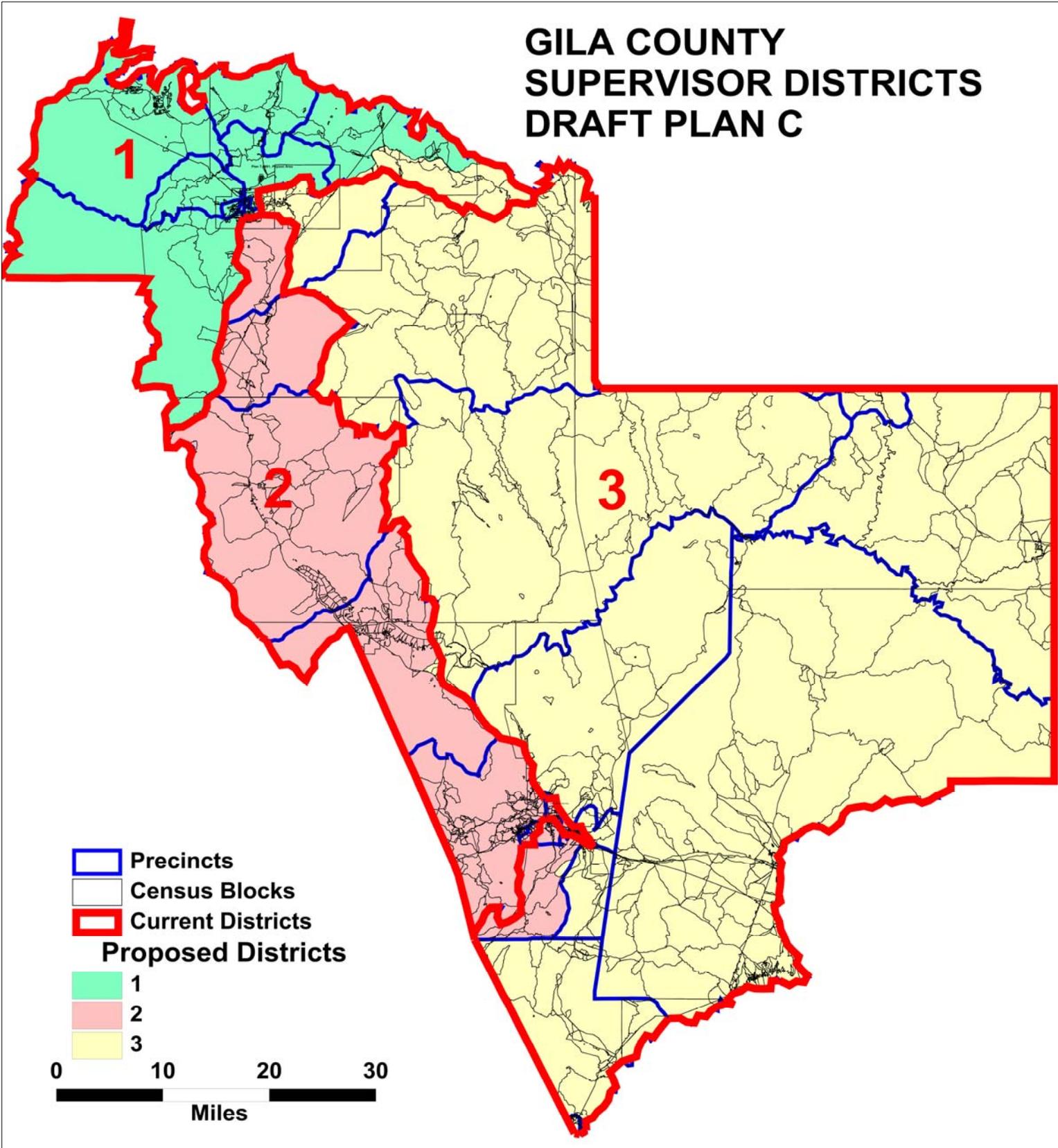


Source: Census 2010  
Redistricting Data (Public  
Law 94-171) Summary File,  
Arizona

**GILA COUNTY SUPERVISORIAL DISTRICTS  
DRAFT PLAN B**

	<b>Current</b>	<b>Proposed Plan</b>	<b>Change</b>
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 DRAFT PLAN C



Pine-Strawberry

**GILA COUNTY  
SUPERVISOR DISTRICTS  
DRAFT PLAN C  
PAYSON AREA DETAIL**

Payson #5

Payson #8

Payson #4

Star Valley

Payson #3

Payson #6

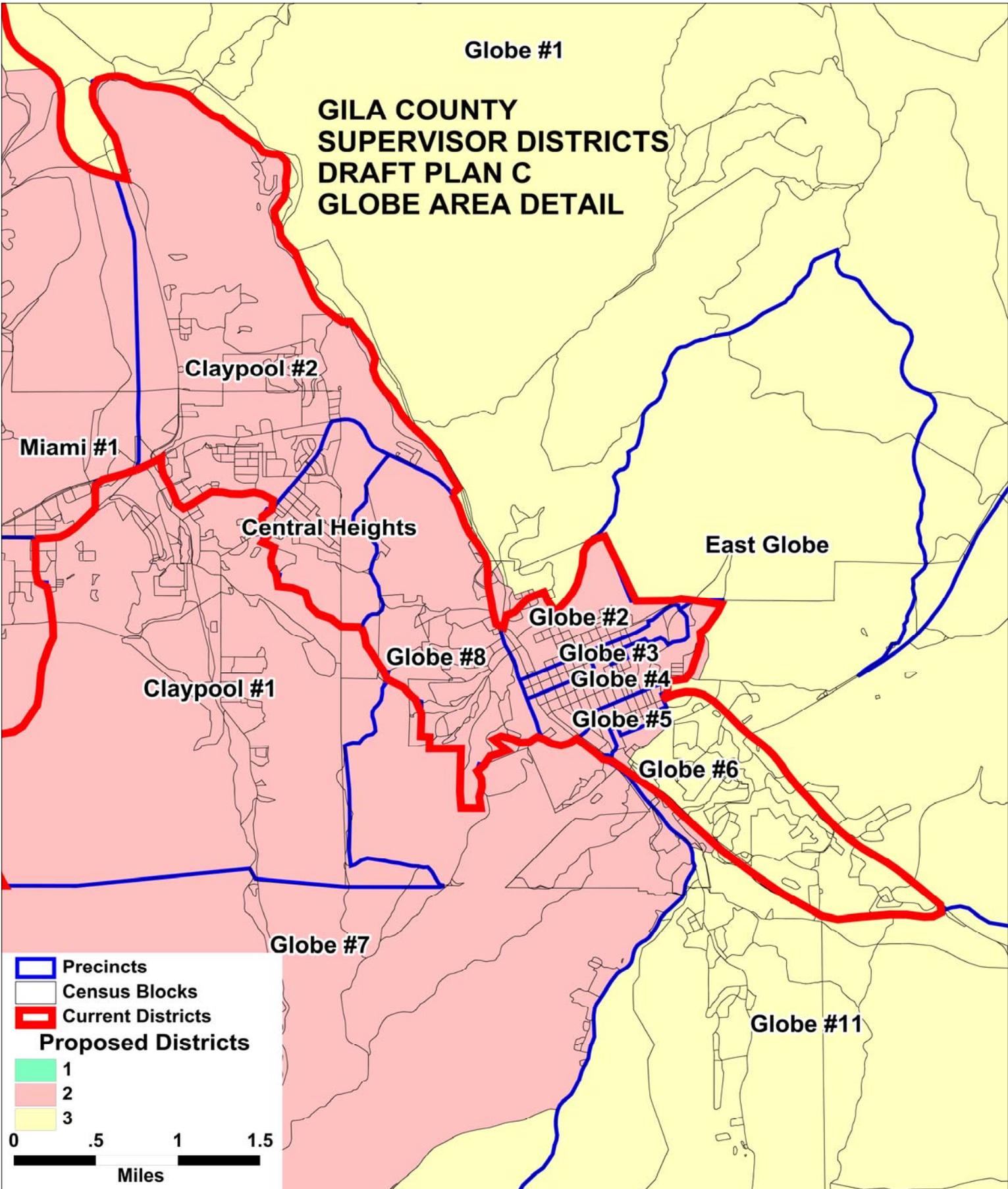
Payson #1

Payson #2

-  Precincts
-  Census Blocks
-  Current Districts
- Proposed Districts**
-  1
-  2
-  3



**GILA COUNTY  
SUPERVISOR DISTRICTS  
DRAFT PLAN C  
GLOBE AREA DETAIL**



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

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

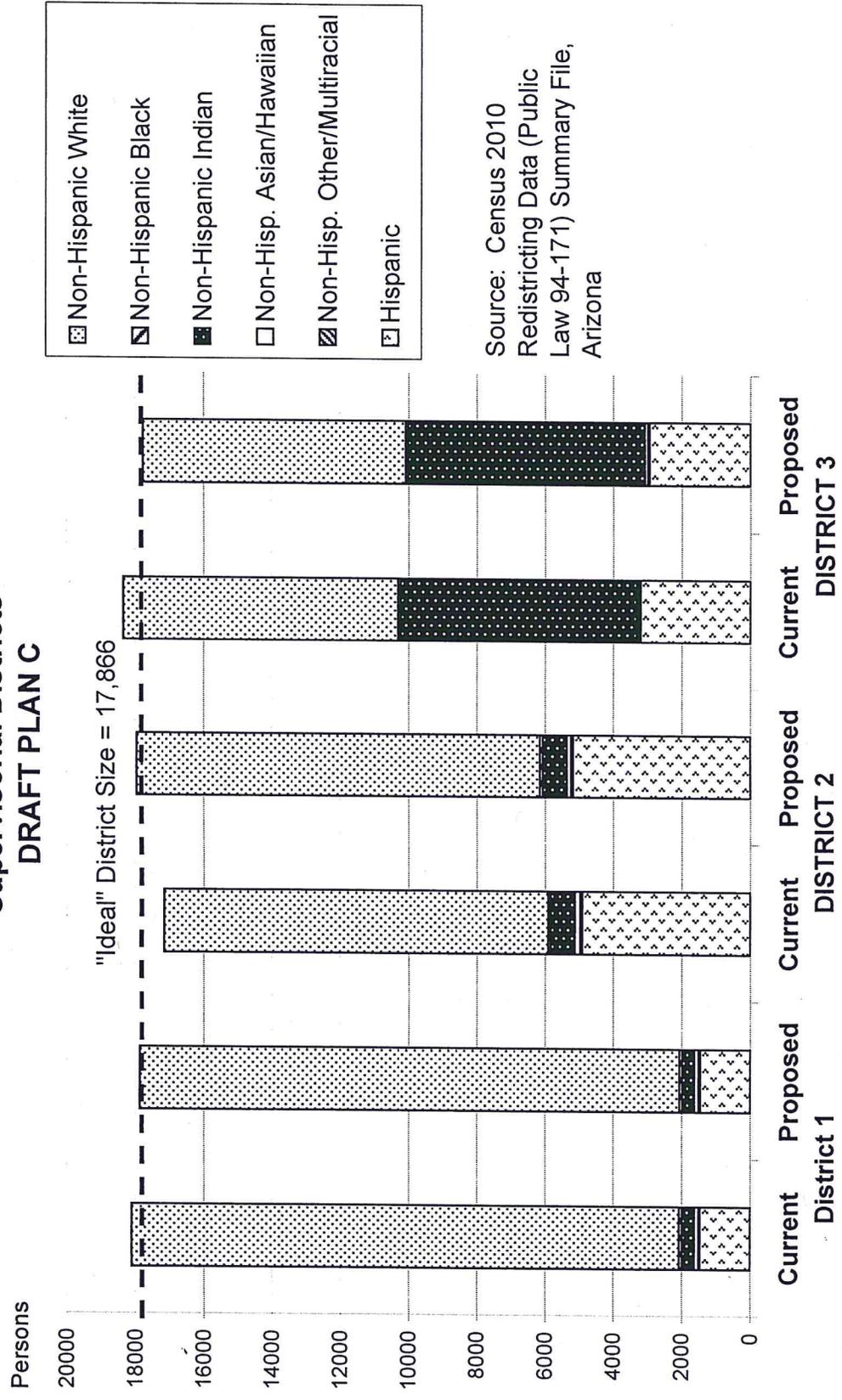
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona  
 Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

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

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

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 Supervisory Districts DRAFT PLAN C

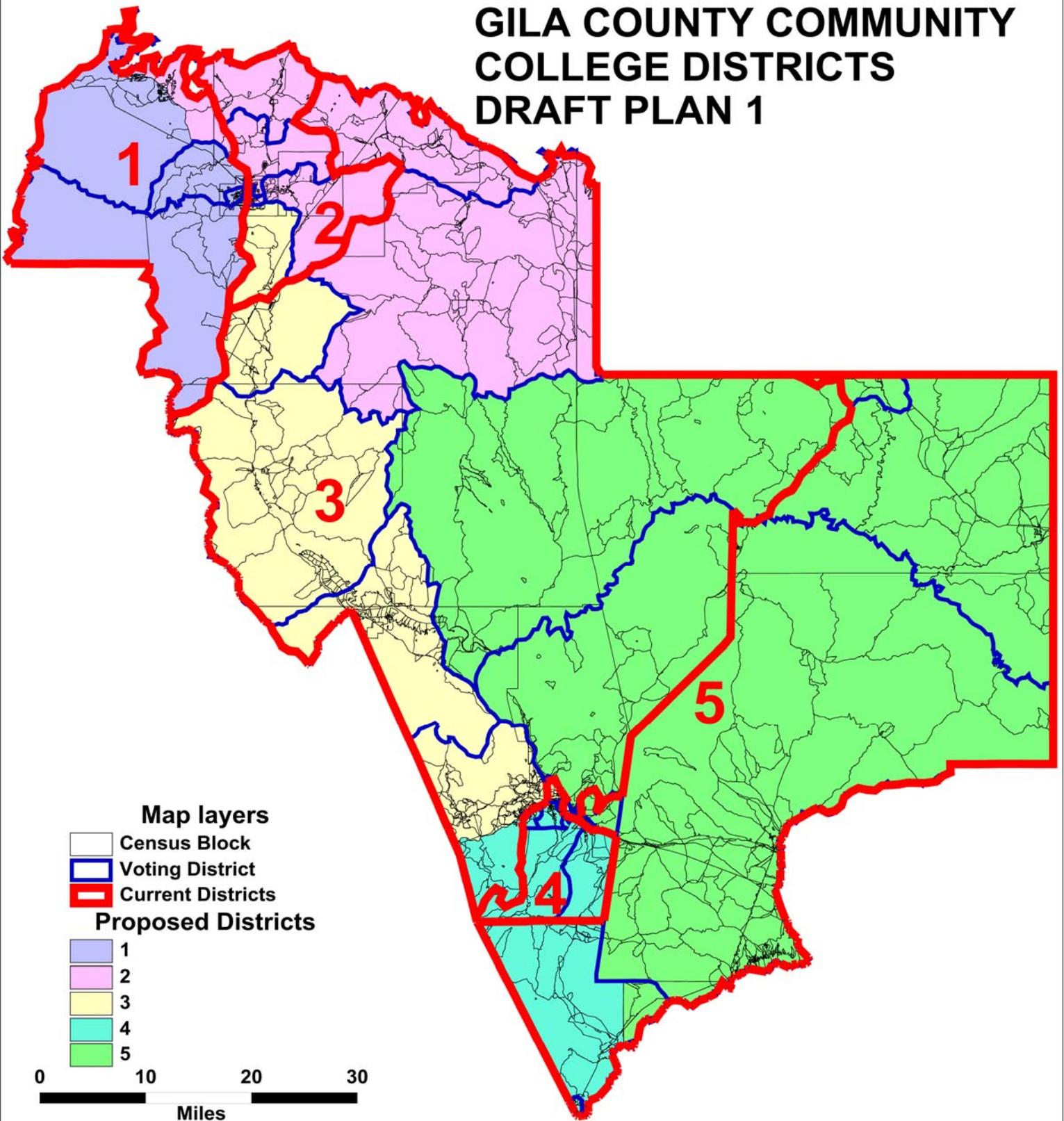


Source: Census 2010  
 Redistricting Data (Public  
 Law 94-171) Summary File,  
 Arizona

**GILA COUNTY SUPERVISORIAL DISTRICTS  
DRAFT PLAN C**

	<b>Current</b>	<b>Proposed Plan</b>	<b>Change</b>
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 COMMUNITY COLLEGE DISTRICTS DRAFT PLAN 1



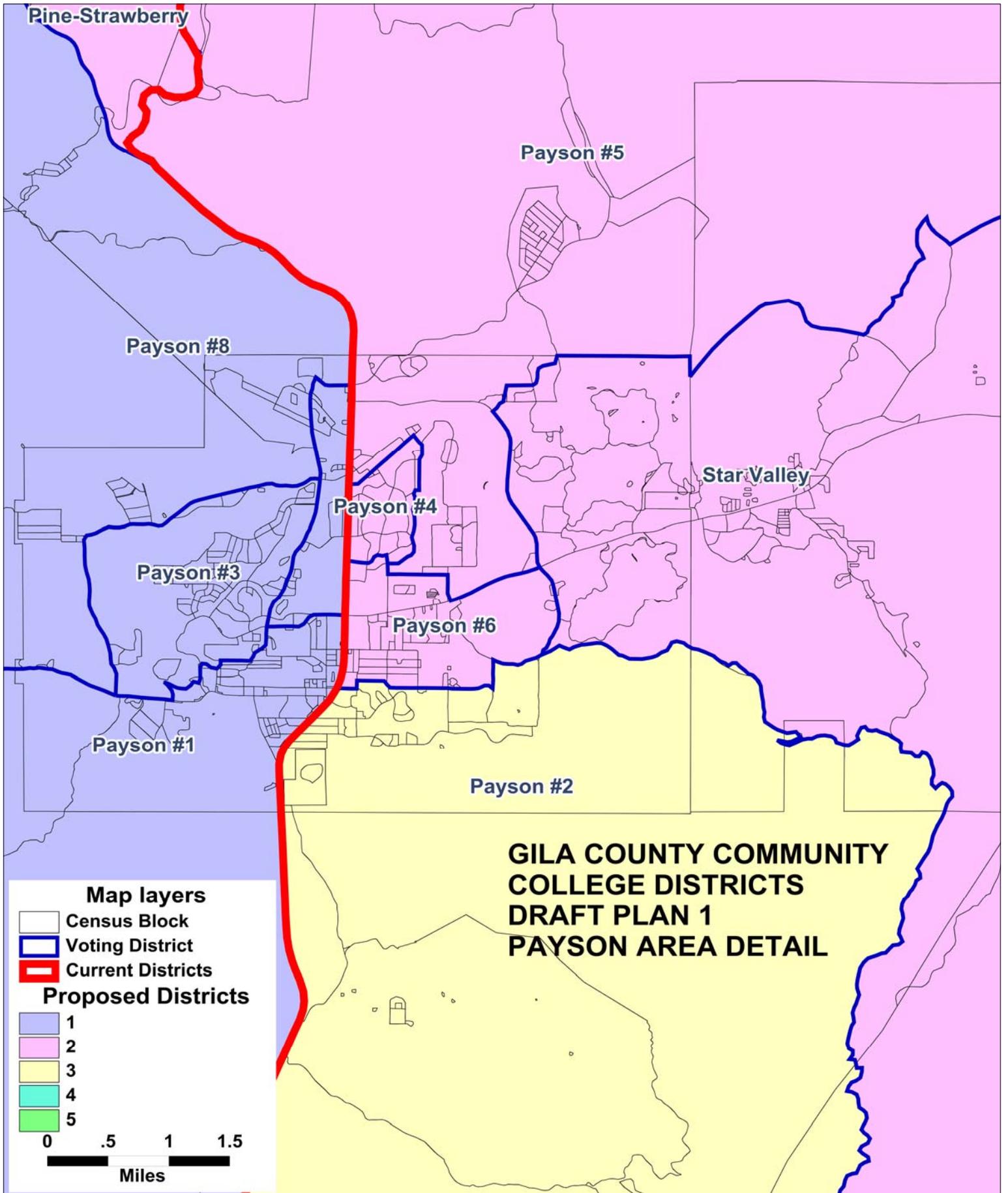
## Map layers

-  Census Block
-  Voting District
-  Current Districts

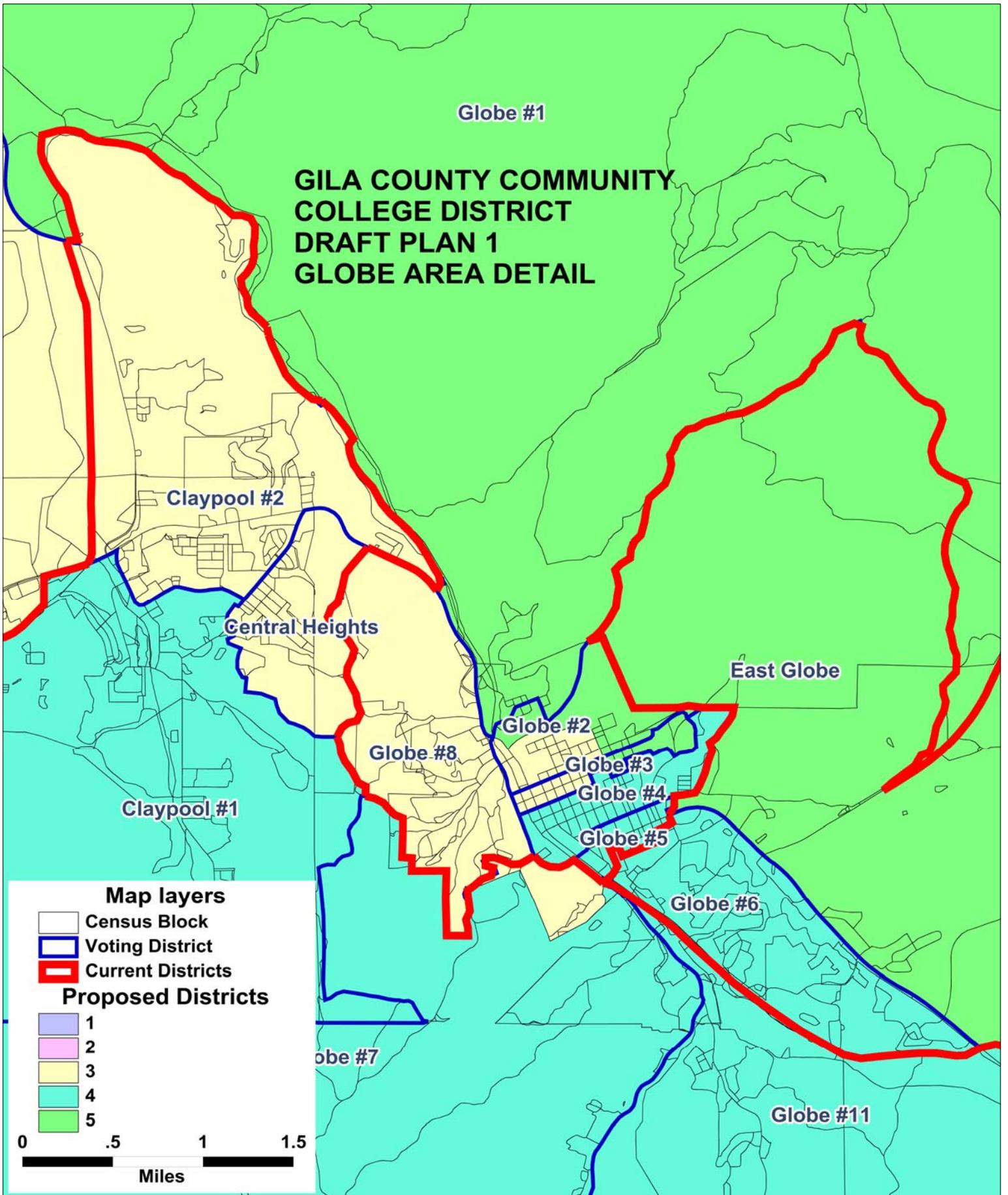
## Proposed Districts

-  1
-  2
-  3
-  4
-  5





# GILA COUNTY COMMUNITY COLLEGE DISTRICT DRAFT PLAN 1 GLOBE AREA DETAIL



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

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

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**

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

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

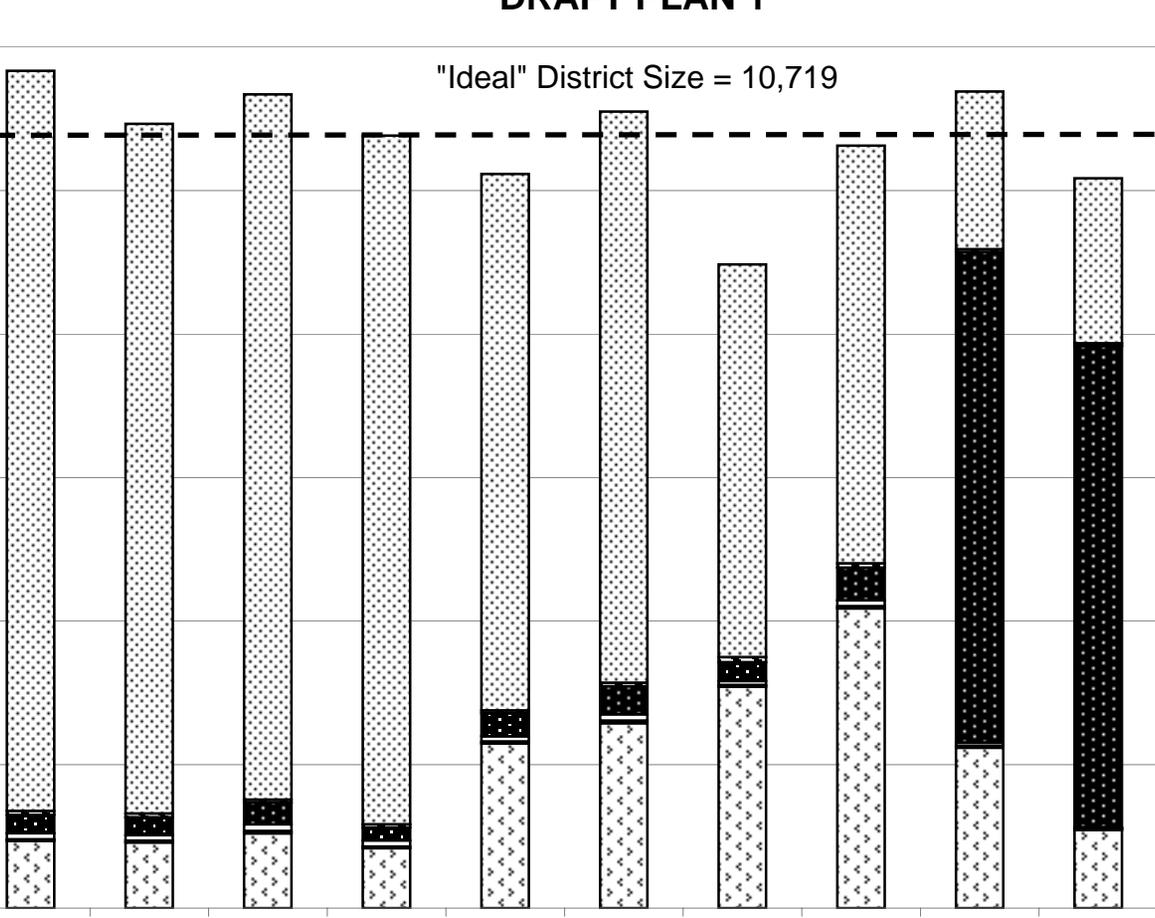
12000  
10000  
8000  
6000  
4000  
2000  
0

"Ideal" District Size = 10,719

-  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

Current Proposed   Current Proposed   Current Proposed   Current Proposed   Current Proposed  
**District 1**   **District 2**   **District 3**   **District 4**   **District 5**



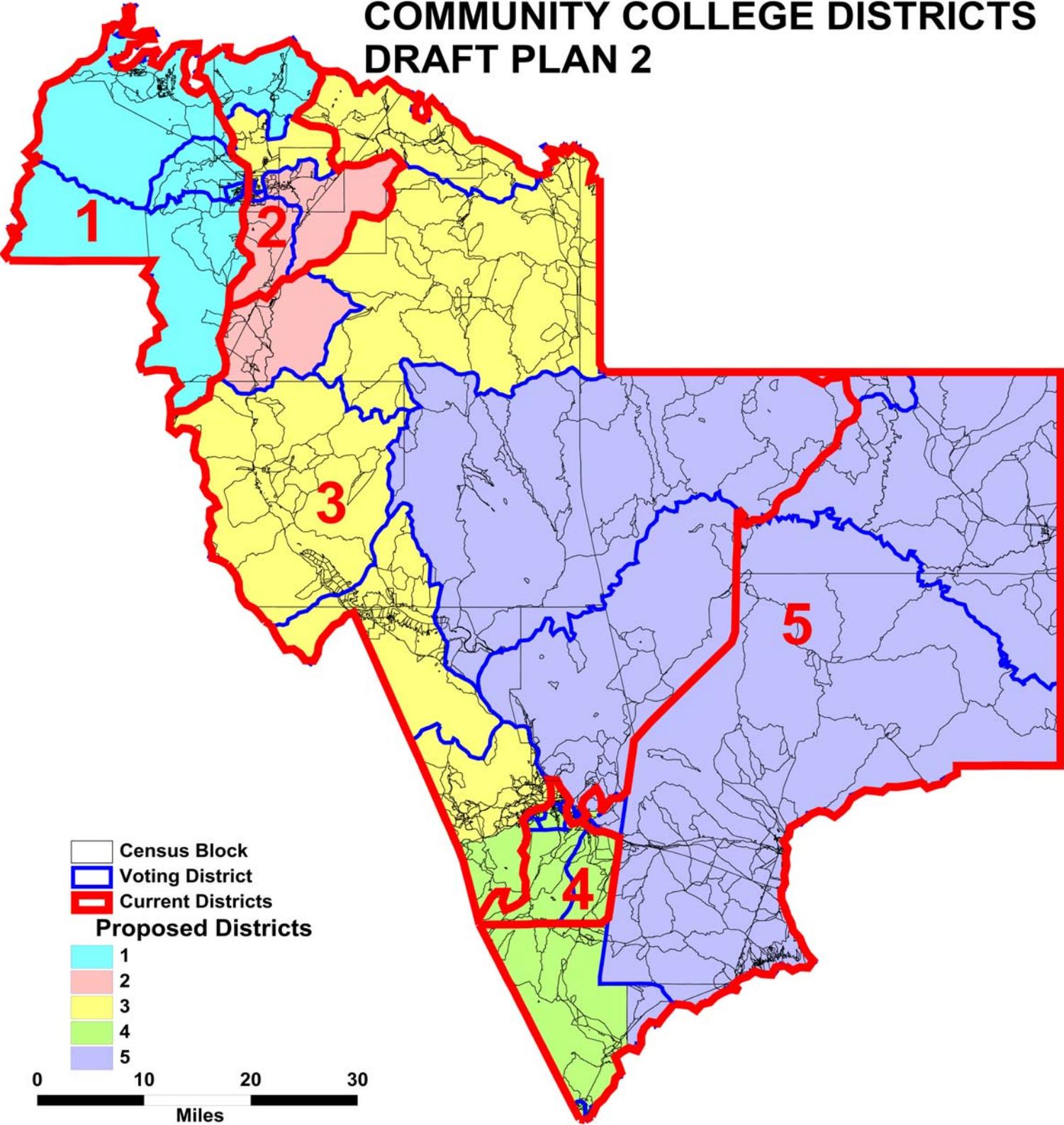
**GILA COUNTY COMMUNITY COLLEGE DISTRICTS  
DRAFT PLAN 1**

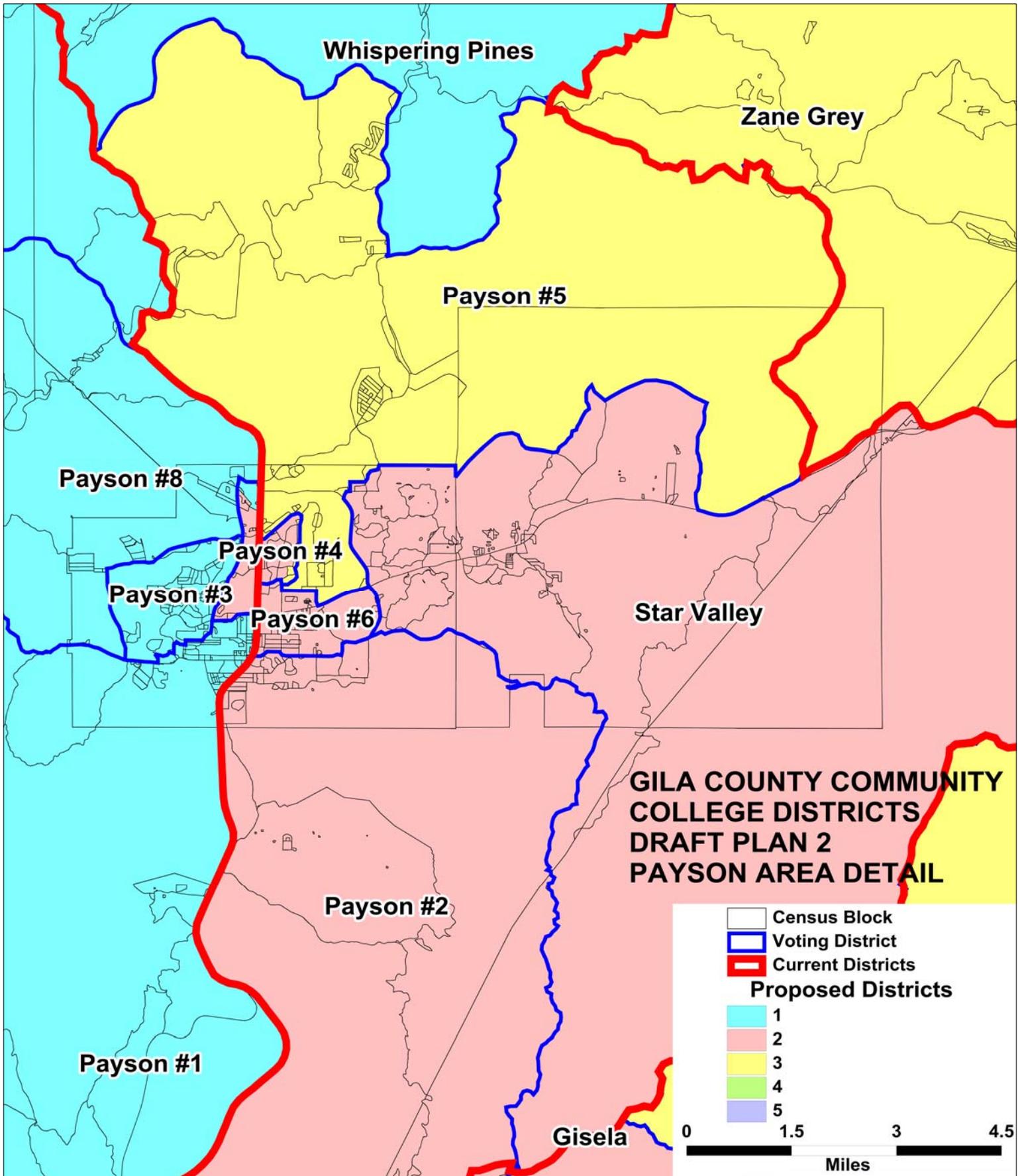
	<b>Current Districts</b>	<b>Proposed Plan</b>	<b>Change</b>
Population, District 1	11,670	10,930	-740
Population, District 2	11,342	10,767	-575
Population, District 3	10,231	11,102	871
Population, District 4	8,972	10,627	1,655
Population, District 5	11,382	10,171	-1,211
Population deviation, District 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%

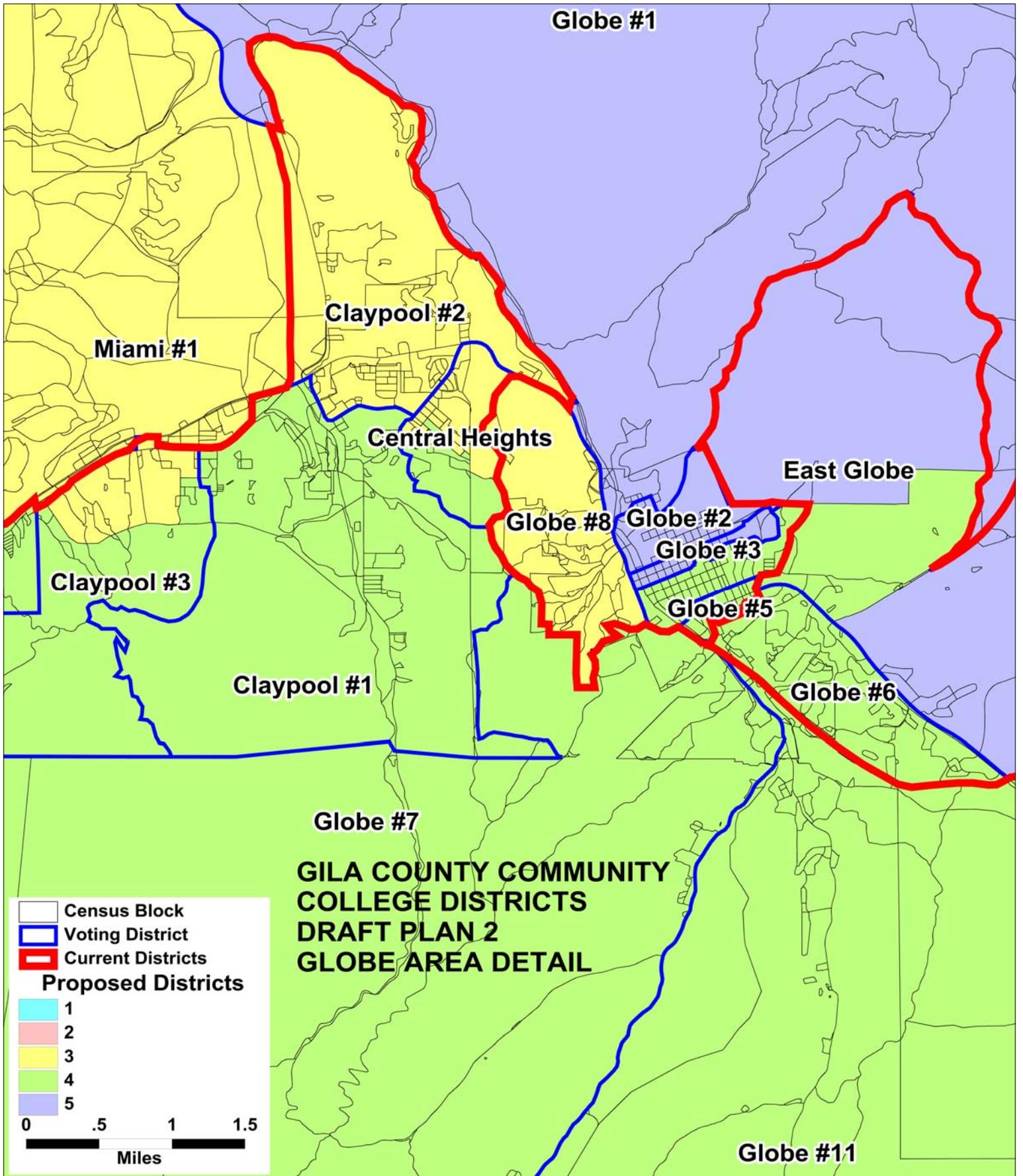
Changes to DRAFT PLAN 1

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







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

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

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**

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

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

Persons

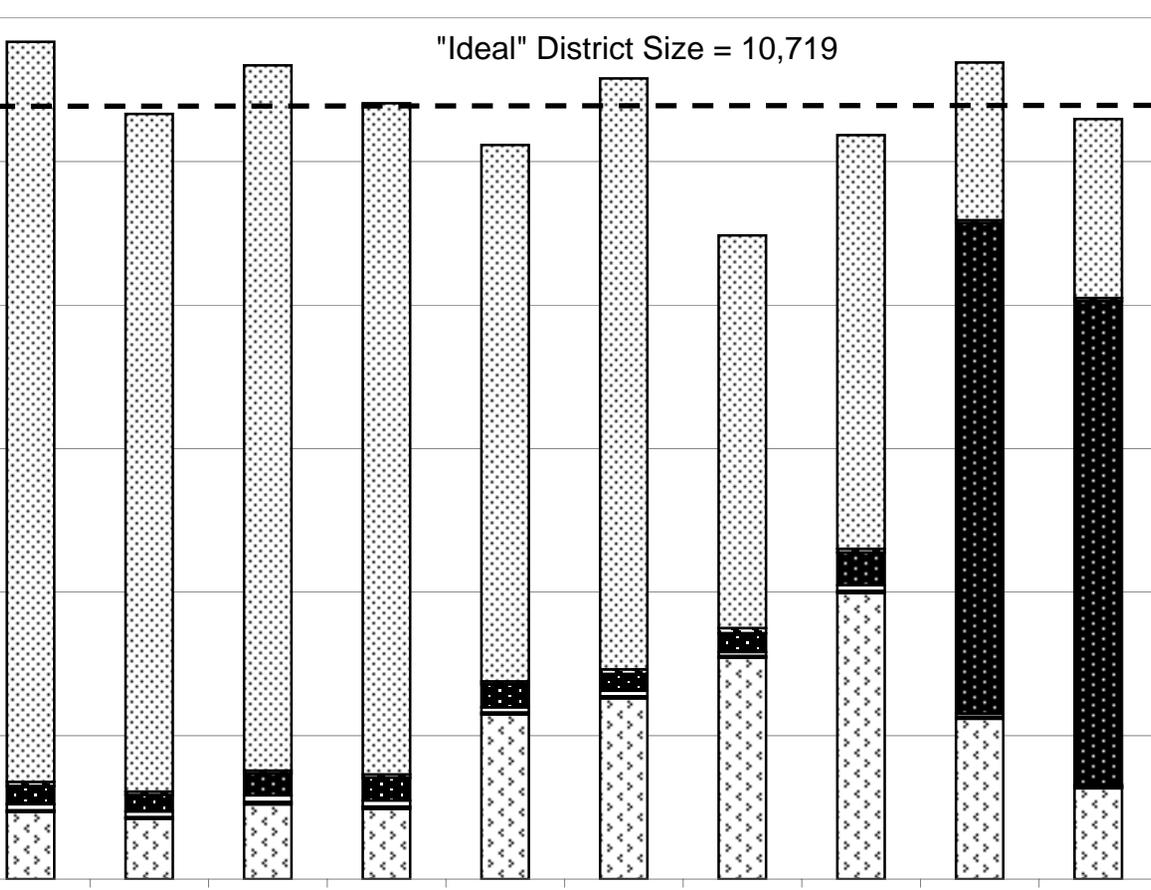
12000  
10000  
8000  
6000  
4000  
2000  
0

"Ideal" District Size = 10,719

-  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

Current Proposed   Current Proposed   Current Proposed   Current Proposed   Current Proposed  
**District 1**   **District 2**   **District 3**   **District 4**   **District 5**



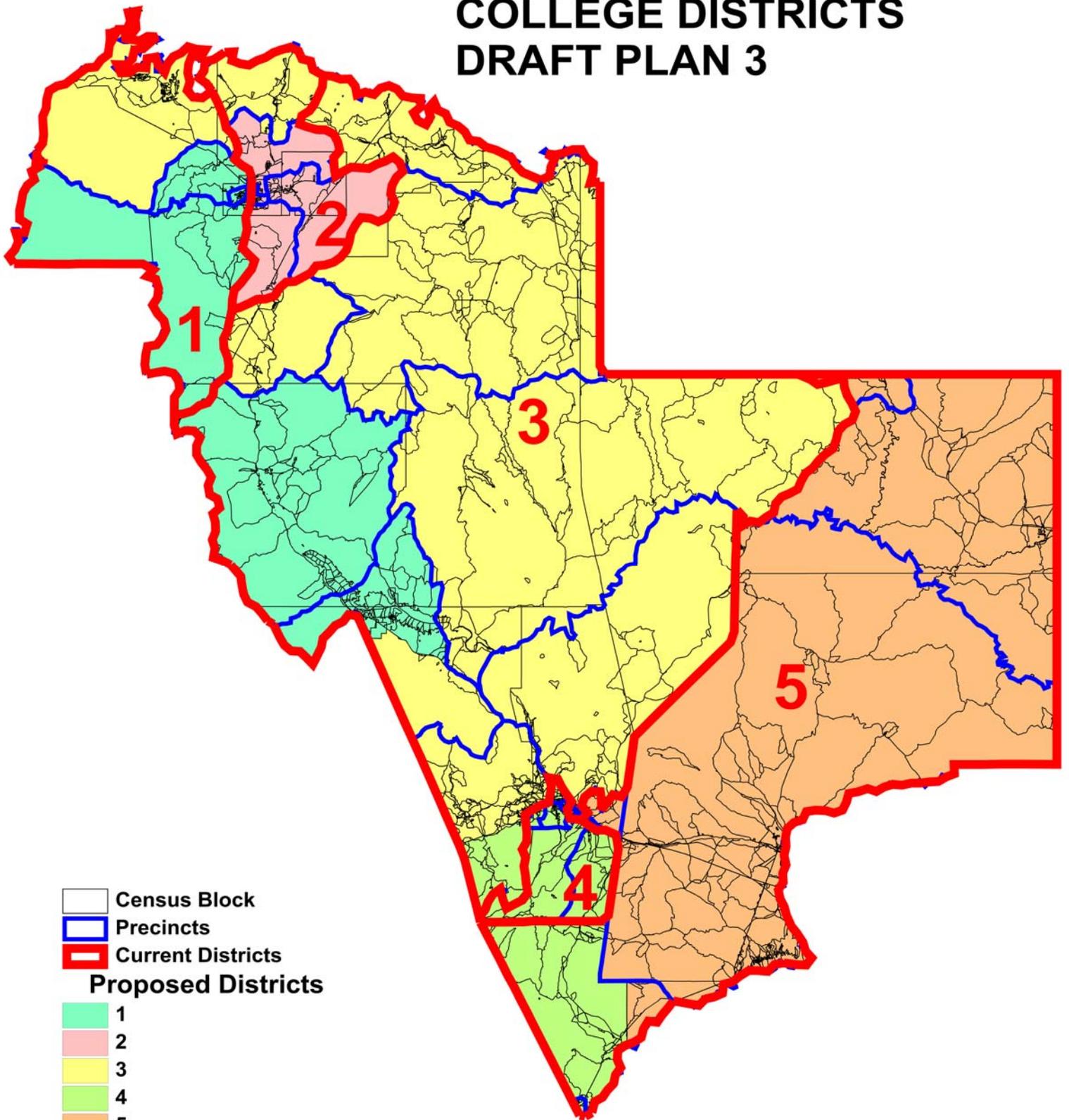
**GILA COUNTY COMMUNITY COLLEGE DISTRICTS  
DRAFT PLAN 2**

	<b>Current Districts</b>	<b>Proposed Plan</b>	<b>Change</b>
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

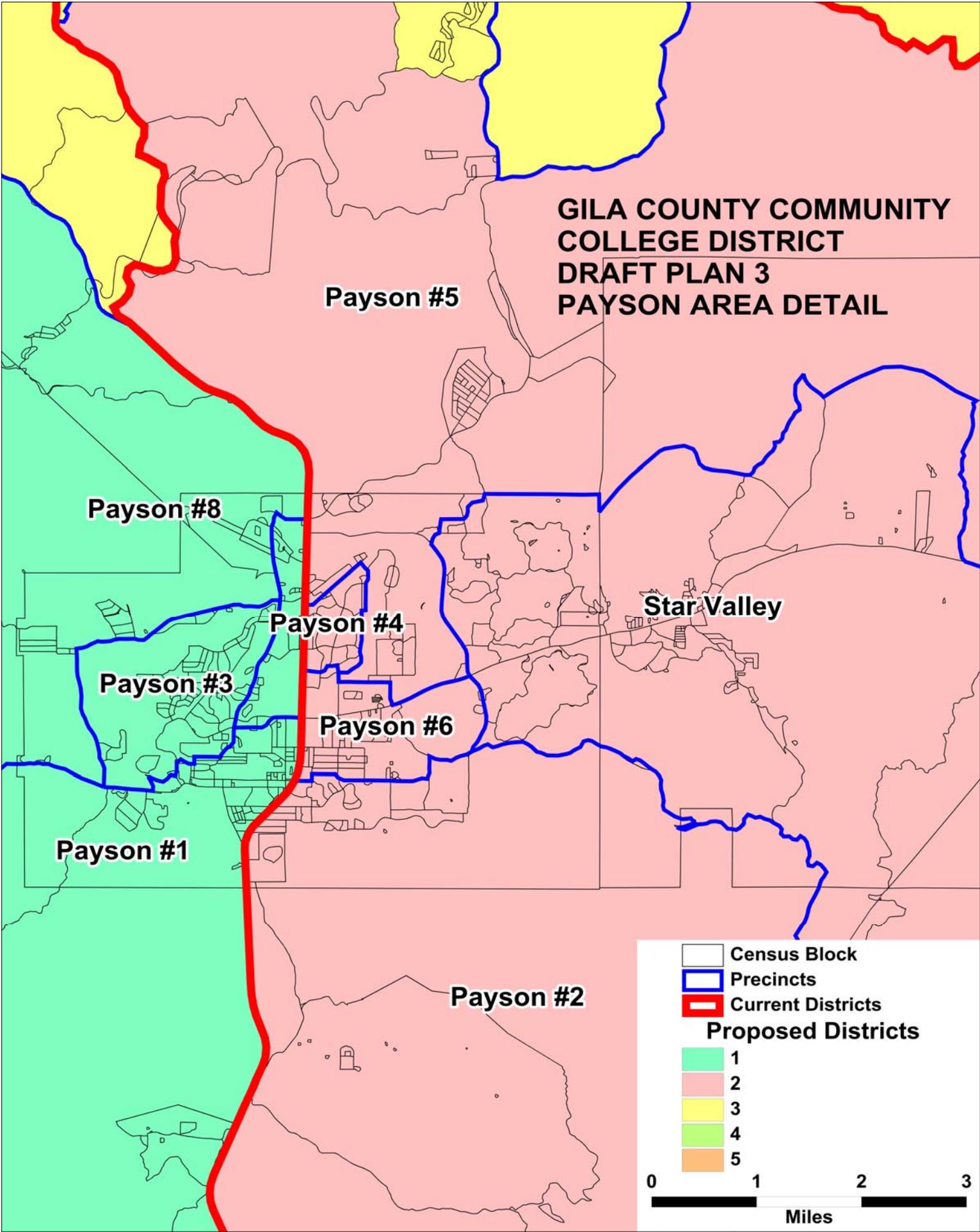
# GILA COUNTY COMMUNITY COLLEGE DISTRICTS DRAFT PLAN 3



- Census Block
- Precincts
- Current Districts
- Proposed Districts**
  - 1
  - 2
  - 3
  - 4
  - 5

0 10 20 30  
Miles

**GILA COUNTY COMMUNITY  
COLLEGE DISTRICT  
DRAFT PLAN 3  
PAYSON AREA DETAIL**



**Payson #5**

**Payson #8**

**Payson #4**

**Star Valley**

**Payson #3**

**Payson #6**

**Payson #1**

**Payson #2**

-  Census Block
-  Precincts
-  Current Districts
- Proposed Districts**
-  1
-  2
-  3
-  4
-  5



# GILA COUNTY COMMUNITY COLLEGE DISTRICT DRAFT PLAN 3 GLOBE AREA DETAIL

Claypool #2

Globe #1

Central Heights

East Globe

Claypool #1

Globe #8

Globe #2

Globe #3

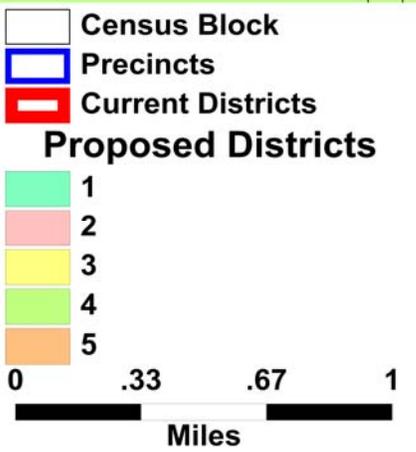
Globe #4

Globe #5

Globe #6

Globe #7

Globe #11



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

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

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**

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

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

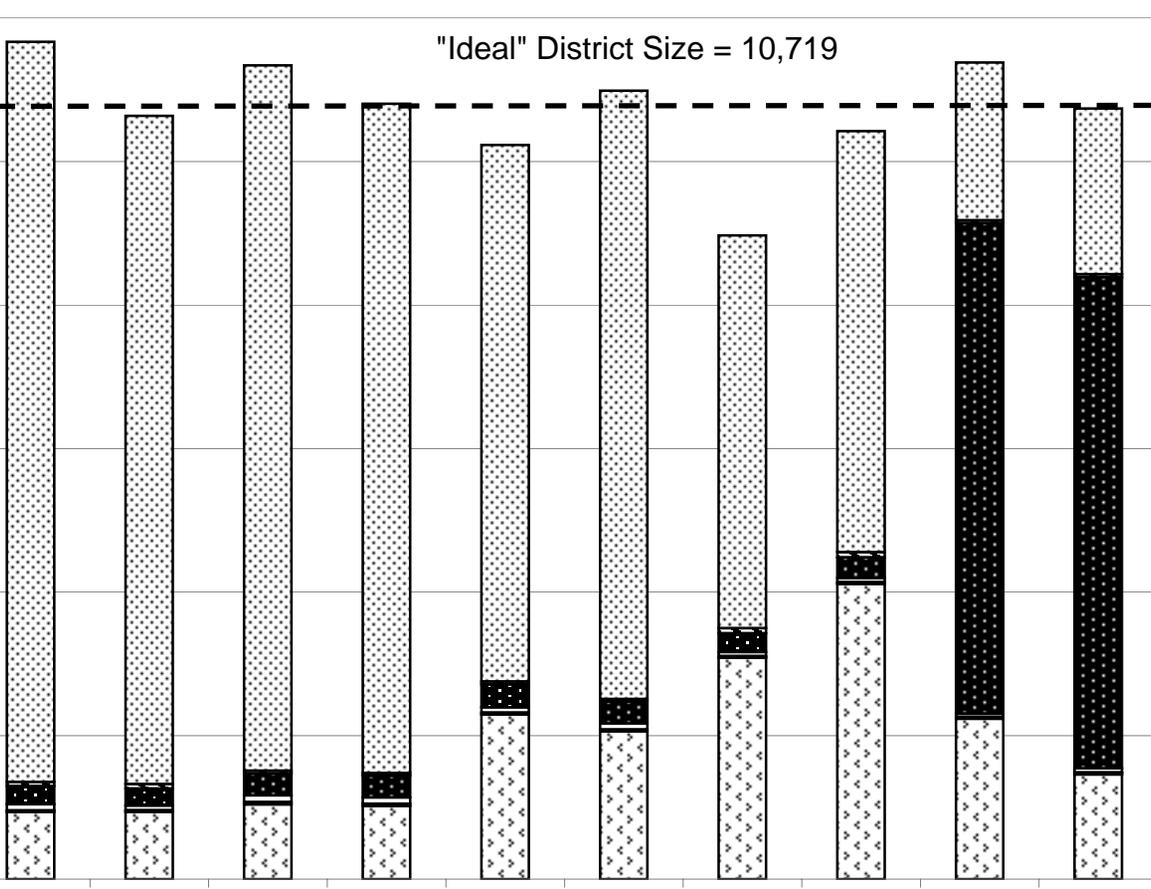
12000  
10000  
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"Ideal" District Size = 10,719

-  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

Current Proposed   Current Proposed   Current Proposed   Current Proposed   Current Proposed  
**District 1**   **District 2**   **District 3**   **District 4**   **District 5**



**GILA COUNTY COMMUNITY COLLEGE DISTRICTS  
DRAFT PLAN 3**

	<b>Current Districts</b>	<b>Proposed Plan</b>	<b>Change</b>
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-855**

**Regular Agenda Item 2- C**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

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

**Department:** Elections Department

**Presenter's Name:** Robert J. Zache

Information

Request/Subject

Resolution No. 11-10-02 approving Colonia Designation for the Tri-City Regional Sanitary District.

Background Information

A community which is a "Colonia" as defined by the United States Department of Agriculture exists in the Tri-City Regional Sanitary District, Gila County, Arizona; and

Incorporated or unincorporated communities within the County that lack adequate potable water supplies, adequate sewage systems, and/or decent, safe and sanitary housing are eligible for designation as a Colonia; and

The Tri-City Regional Sanitary District was formed in 2011 by the merger of the Pinal Sanitary District and the Cobre Valley Sanitary District. Both the Pinal Sanitary District and the Cobre Valley Sanitary District had received designation as Colonias by previous action of the Gila County Board of Supervisors.

Evaluation

The Tri-City Regional Sanitary District is seeking designation as a Colonia because it lacks an adequate sewage system, and/or decent, safe and sanitary housing.

Designation as a Colonia is necessary before certain state and federal funds can be made available to improve infrastructure and housing within this community.

Conclusion

Since the Tri-City Regional Sanitary District lacks an adequate sewage system, and/or decent, safe and sanitary housing, the Board of Supervisors should designate the Tri-City Regional Sanitary District as a Colonia to allow for state and federal funds to be made available to improve infrastructure and housing.

Recommendation

The Tri-City Regional Sanitary District Governing Board recommends the Board of Supervisors adopt Resolution 11-10-02 approving Colonia Designation for the Tri-City Regional Sanitary District.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-10-02 designating the unincorporated community of Tri-City Regional Sanitary District as a Colonia.  
**(Robert Zache)**

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Attachments

Resolution 11-10-02



**RESOLUTION NO. 11-10-02**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS DESIGNATING THE UNINCORPORATED COMMUNITY OF TRI-CITY REGIONAL SANITARY DISTRICT AS A COLONIA WITHIN GILA COUNTY.**

**WHEREAS**, a “Colonia” development as defined by the United States Department of Agriculture has occurred in the unincorporated community of Tri-City Regional Sanitary District, Gila County, Arizona; and

**WHEREAS**, incorporated or unincorporated communities within the County that lack adequate potable water supplies, adequate sewage systems, and/or decent, safe and sanitary housing are eligible for designation as a Colonia; and

**WHEREAS**, designation as a Colonia is necessary before certain state and federal funds can be made available to improve infrastructure and housing within this community.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Gila County Board of Supervisors designates the unincorporated community of Tri-City Regional Sanitary District as a Colonia because it lacks an adequate potable water supply, adequate sewage system, and/or decent, safe and sanitary housing.

**PASSED and ADOPTED** this 3<sup>rd</sup> day of October 2011.

**ATTEST:**

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

\_\_\_\_\_  
Tommie C. Martin, Chairman

**ARF-846**

**Regular Agenda Item 2- D**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

Submitted For: Steve Sanders

Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division

Division: Engineering

Fiscal Year: 2012

Budgeted?: Yes

Contract Dates October 3, 2011 through June

Grant?: No

Begin & End: 30, 2013

Matching Yes

Fund?: Renewal

Requirement?:

Presenter's Name: Steve Sanders

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Information

Request/Subject

Adopt Resolution No. 11-10-01 to approve / sign ADOT IGA/JPA 11-102I

Background Information

The Federal Highway Administration (FHWA) provides the Arizona Department of Transportation (ADOT) with federal money for various programs on state and local highways in Arizona. One of the programs is the Surface Transportation Program (STP).

ADOT apportions 30% of STP funds to rural Arizona through various Councils of Government. Local agencies then apply for the funds through their respective Councils of Government. In the Central Arizona Association of Governments (CAAG) the Transportation Technical Advisory Committee (TTAC) reviews the projects and recommends funding for the projects that meet the requirement of the program. Qualified local projects are eligible for funding at a 94.3% federal share and a 5.7% local share.

Gila County applied for and was awarded \$200,000 in STP funds for thermoplastic pavement markings on the following roads; Wheatfields Road, Main Street/Golden Hill Road, Russell Road, Ragus Road/Railroad Avenue, San Carlos Drive, Gisela Road, Fossil Creek Road, Control Road (east end), and Colcord Road.

Evaluation

In the past Gila County has used a water based paint on its roads. Water based paint has a short surface life and roads usually need to be re-striped on an annual basis. Thermoplastic striping lasts between 5 and 7 years with little or no maintenance. Gila County will benefit from improved safety of the road as thermoplastic is highly visible and long lasting. The County will also realize a substantial cost savings to the striping program.

There are costs associated with the STP funds. Gila County will be required to provide a 5.7% cost share of \$11,400 and a design review fee to ADOT in the amount of \$10,000. The cost share amount will come out of the Gila County Transportation Excise Tax Revenue.

Conclusion

In conclusion the Engineering Department of the Public Works Division believes this project will benefit the County, the residents of the County and the public traveling the roads.

Recommendation

The Public Works Division Deputy Director recommends that the Board of Supervisors adopt Resolution No. 11-10-01 and enter into and Intergovernmental Agreement with ADOT for ADOT File No. IGA/JPA 11-102I for pavement markings on various roads in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-10-01, which authorizes the Chairman's signature on an Intergovernmental Agreement with the State of Arizona, Department of Transportation (ADOT) for ADOT File No. IGA/JPA 11-102I for pavement marking upgrades to Wheatfields Road, Main Street/Golden Hill Road, Russell Road, Ragus Road/Railroad Avenue, San Carlos Drive, Gisela Road, Fossil Creek Road, Control Road (east end), and Colcord Road. **(Steve Sanders)**

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Attachments

IGA/JPA 11-102I

Resolution No. 11-10-01

ADOT File No.: IGA/JPA 11-102I  
AG Contract No.: P001 2011 002869  
Project: Thermoplastic Striping  
Section: Various Locations  
**Federal Project No.: GGI-0(210)A**  
**ADOT Project No.: SS981 01C**  
**TIP/STIP No.: CAAG TIP 03-23-11**  
**Budget Source Item No.: LOCAL**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY

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

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
  3. The improvements proposed in this Agreement, hereinafter referred to as the "Project," include pavement marking upgrades to Wheatfields Road (approx. 4.1 miles), Main Street/Golden Hill Street (combined approx 1.6 miles) Russell Road (approx 1.7 miles), Ragus Road/Railroad Avenue (approx 1.4 miles), San Carlos Drive (approx 1.4 miles), Gisela Road (approx 5.8 miles), Fossil Creek Road (approx 2.4 miles), Control Road (East end, approx. 2.2 miles) and Colcord Road (approx. 2 miles). The upgrades include, but are not limited to, re-striping the roadways to eleven (11) foot wide lanes with six (6) inch wide edge lines and four (4) inch wide yellow center lines, the addition of two-way yellow retroreflective raised pavement markers and center line position guides (if funding permits). The State shall advertise, bid and award the Project.
  4. Such Project lies within the boundary of the County and has been selected by the County; the survey of the Project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.
  5. The interest of the State in this project is the acquisition and distribution of federal funds for the use and benefit of the County and to authorize such federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.
-

6. The Federal funds will be used for the construction of the project, including the construction engineering and administration cost (CE).

The current Project costs are estimated as follows:

**ADOT Project No. SS981 01C**

Federal Funds @ 94.3%	<b>\$ 200,000.00</b>
County Funds @ 5.7%	<b>\$ <u>11,400.00</u></b>
*TOTAL Project Costs	<b>\$ 211,400.00</b>

\*(Includes CE and project contingencies)

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

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

**II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the County for the State's design review fee, currently estimated at **\$10,000.00**. After bid opening and prior to award, invoice the County for the County's share of the Project, currently estimated at **\$11,400.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. The State will prepare a final reconciliation upon completion of the Project.

b. Upon receipt of the design review fee, on behalf of the County, review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, providing comments to the County as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

c. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage.

d. Upon approval by the FHWA, and receipt of the County's funds, proceed to advertise for, receive and open bids. The State will enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project; administer contract(s) for the Project and make all payments to the contractor(s).

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

2. The County will:

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

b. Within thirty (30) days of receipt of an invoice from the State, and prior to the performance or authorization of any work, remit to the State \$10,000.00. After bid opening and prior to award, remit to the State, the County's share of the Project costs, currently estimated at **\$11,400.00**.

c. Provide to the State design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Incorporate State design review comments as appropriate.

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

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.

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

g. Hereby grant the State, its agents and/or contractors, without cost, the right to enter County Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

h. Be responsible for any and all costs attributable to any engineering change orders requested by the County not covered by federal funds. The County will also be responsible for contractor claims for additional compensation caused by Project delays attributable to the County.

i. Provide for cost and proper maintenance of the Project, including all of the Project components.

j. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

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

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

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, except any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the County. Further, this Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the County and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

**For County Financial Matters:**  
 Joseph Heatherly, Director  
 1400 E. Ash Street  
 Globe, Arizona 85501  
 (928) 425-3231

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

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

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

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

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

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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

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

**GILA COUNTY**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**TOMMIE C. MARTIN**  
Chairman of the Board

By \_\_\_\_\_  
**SAM MAROUFKHANI, P.E.**  
Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
**MARIAN SHEPPARD**  
Clerk of the Board

**ATTORNEY APPROVAL FORM FOR THE GILA COUNTY**

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
**BRYAN CHAMBERS**  
Chief Deputy County Attorney



**RESOLUTION NO. 11-10-01**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING ITS CHAIRMAN TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR ARIZONA DEPARTMENT OF TRANSPORTATION FILE NO. JPA 11-102I, FOR PAVEMENT MARKING UPGRADES ON WHEATFIELDS ROAD, MAIN STREET/GOLDEN HILL, RUSSELL ROAD, RAGUS ROAD/RAILROAD AVENUE, SAN CARLOS DRIVE, GISELA ROAD, FOSSIL CREEK ROAD, CONTROL ROAD, AND COLCORD ROAD, AND AUTHORIZES GILA COUNTY DESIGNATED STAFF TO CARRY OUT ALL PROVISIONS OF THE AGREEMENT.**

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

**WHEREAS**, Gila County Board of Supervisors is empowered by Arizona Revised Statutes §11-251 to enter into this Agreement and has authorized its Chairman to execute this Agreement on behalf of the County.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that we, the Gila County Board of Supervisors, do hereby authorize the Chairman of the Board of Supervisors to execute the Intergovernmental Agreement, State of Arizona, Department of Transportation for Arizona Department of Transportation File No. JPA 11-047-I for pavement marking upgrades to Wheatfields Road, Main Street/Golden Hill, Russell Road, Ragus Road/Railroad Avenue, San Carlos Drive, Gisela Road, Fossil Creek Road, Control Road, and Colcord Road in Gila County, and authorizes Gila County designated staff to take all actions to carry out all provisions of the agreement.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of October 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-860**

**Regular Agenda Item 2- E**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

Submitted For: Steve Stratton

Submitted By: Diana Jones, Finance Department

Department: Public Works Division

Division: Administration

Fiscal Year: FY 2012

Budgeted?: Yes

Contract Dates October 3, 2011 - October 31,

Grant?: Yes

Begin & End: 2031

Matching No

Fund?: Renewal

Requirement?:

Presenter's Name: Steve Stratton

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Information

Request/Subject

Approval of a Solar Power Purchase Agreement between Gila County and Tioga Solar Gila, LLC for the purpose of generating and selling electricity to Gila County under a long term agreement.

Background Information

On March 29, 2011, the Board was given a presentation by Tom Harris fo PV Advanced Concepts regarding solar energy incentives through the Arizona Public Service Solar for Schools and Governement program.

On April 19, 2011, the Board approved the submission of an application to APS for solar energy funding in coordination with PV Advanced Concepts as no up-front capital investment by Gila County.

On May 3, 2011, the Board authorized the advertisement of Request for Proposals No. 041111-1 for a contractor to provide for privately owned solar photovoltaic (PV) energy generating systems at several county locations.

On June 28, 2011, the Board signed a Letter of Intent with Tioga Energy, Inc. after selecting that company to finance, own and operate solar photovoltaic facilities at select County properties.

Negotiations of a price per kWh were reached along with early termination amounts and put into the attached agreement for approval for the Courthouse location.

Evaluation

The Tioga Solar Gila, LLC Power Purchase Agreement for the Gila County Courthouse in Globe for solar carport structures will benefit the public and employees. All costs associated with construction and long-term maintenance will be paid for by Tioga Solar Gila, LLC until such time as the contract ends in 20 years or is terminated for any other reason. The solar panels will be set on top of the carport structures.

Conclusion

Gila County will benefit from solar energy savings from this Power Purchase Agreement and enjoy covered parking at the Courthouse. Gila County is also in the process of applying for other locations to benefit from more solar energy savings.

Recommendation

The Public Works Department recommends that the Board of Supervisors approve the Power Purchase Agreement with Tioga Solar Gila, LLC. The term of this contract is 20 years with.

Suggested Motion

Information/Discussion/Action to approve a Power Purchase Agreement between Tioga Solar Gila, LLC and Gila County at the Globe Courthouse whereby Tioga will provide for privately owned solar photovoltaic energy generating systems to Gila County and to authorize the Chairman's signature on the Agreement. **(Steve Stratton)**

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Attachments

Tioga Power Purchase Agreement

Notice of Grant of Interest in Realty

LOI Previously signed

Bid Tab Report

CA Approval as to Form

**CONFIDENTIAL**

**POWER PURCHASE AGREEMENT**

Dated as of

**October 3, 2011**

between

**Gila County, Arizona**

and

**Tioga Solar Gila, LLC**

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GLOSSARY OF TERMS

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## POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("Agreement") is entered into as of October 3, 2011, by and between Tioga Solar Gila, LLC, a Delaware limited liability company, and Gila County, an Arizona county.

WHEREAS, Gila County is the owner of the property located at 1400 East Ash Street, Globe, AZ 85501 and desires to make a portion of such property available to Tioga Solar Gila, LLC for the construction, operation and maintenance of a solar powered electric generating project, and to purchase from Provider the electric energy produced by the project.

WHEREAS, Tioga Solar Gila, LLC desires to develop, design, construct, own and operate the project located on Host's property, and sell to Gila County the electric energy produced by the project.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS.

**2. TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "Term" shall mean all of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement.

(b) Initial Period. The Initial Period will begin on the date set forth above and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. If applicable, the Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20<sup>th</sup>) anniversary of the Commercial Operation Date occurs.

(d) Extensions. Twenty-four months prior to the end of the Operations Period, the Parties will meet to discuss the extension of this Agreement on terms and conditions reflecting the then current market for solar generated electricity and with such other amendments and additional terms and conditions as the Parties may agree. Neither Party shall be obligated to agree to an extension of this Agreement.

**3. ACCESS RIGHTS.**

(a) Access Specifications. Host hereby grants Provider and its designees (including Installer, persons responsible for implementing the Applicable Solar Program, and Financing Party) access to the Premises, for the Term, at reasonable times and upon reasonable notice, for the purposes of designing, installing, inspecting, operating, maintaining, repairing and removing the Project, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Access Rights with respect to the Site include without limitation:

(i) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site to the Premises as designated on Exhibit D for purposes of designing, installing, operating, maintaining, repairing and removing the Project. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Transmission Lines & Communication Cables. The right to locate transmission lines and communications cables across the Site as designated on Exhibit D. The location of any such transmission lines and communications cables outside the areas designated on Exhibit D shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site.

(iii) Storage. Adequate storage space on the Site convenient to the Premises for materials and tools used during construction, installation, and maintenance of the Project. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(iv) Utilities. Water, drainage, electrical, and ethernet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(b) Easement Rights. Upon request by Provider, the Parties shall execute and record with the appropriate Land Registry easements and other instruments documenting the Access Rights granted by Host to Provider in this Agreement, and which shall be in form and substance indicated on Exhibit G or other form agreed by the Parties. The cost of preparation and recording shall be borne by the Provider.

(c) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for Provider and Host to remotely monitor the Project.

#### 4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project.

(b) Termination of Development Activities. At any time during the Initial Period, Provider shall have the right to cease development of the Project on the Premises, for any reason, in its sole discretion. If Provider gives Host notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 hereof, and the dispute resolution provisions of Section 23 hereof shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. At any time during the Initial Period, upon at least ten (10) Business Days notice to Host, Provider shall have the right to commence installing the Project on the Premises.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint, location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If within 365 days following the date of this Agreement (not including any days in which a Force Majeure Event existed), Provider has not commenced the installation of the Project on the Premises, Host may terminate this Agreement by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences installation of the Project within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have

any further liability to the other with respect to the Project, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 hereof, and the dispute resolution provisions of Section 23 hereof shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, subject to the reasonable approval of Host. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit F.

(f) Status Reports; Notice of Commercial Operation Date. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis, Provider shall notify Host that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host. All electricity produced by the Project prior to the Commercial Operation Date shall be delivered to Host and Host shall pay for such electricity at the rate applicable to the first Operations Year but in no event greater than the rate otherwise payable by Host to the Electric Service Provider.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site.

(h) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced by Provider. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Agreement. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(i) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Host Premises, including the Project. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data

indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations.

(j) System Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. At other times, Provider shall give Host notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown. Provider shall not schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(k) Applicable Solar Program Requirements. Exhibit H identifies certain requirements of the Applicable Solar Program. The Parties shall comply with the obligations identified in Exhibit H or subsequently adopted by the Applicable Solar Program. In the event of any inconsistency between the obligations of the Parties under this Agreement or any of the requirements of the Applicable Solar Program, the more stringent obligation shall govern, and if such cannot be determined, the requirements of the Applicable Solar Program shall govern.

(l) Minimum Standard of Operation. Provider shall operate the Project in a manner which achieves the weather-adjusted Minimum Standard of Operation. To the extent that after the Commercial Operation Date, the Project's output falls below the weather-adjusted Minimum Standard of Operation in any year, and Provider fails to operate the Project in a manner which achieves the Minimum Standard of Operation for a period of sixty (60) days which failure is not due to damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by a Force Majeure Event; and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's determination, Provider has ceased to achieve the Minimum Standard of Operation of the Project, Provider shall pay Host damages in an amount equal to the daily difference between the cost of electricity it would have paid Provider under this Agreement and the cost of electricity Host pays its Local Electric Utility for the same amount of electricity.

## 5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery.

(b) Delivery of Electricity. The electric energy from the Project shall be delivered from Provider to Host at the specifications set forth in Exhibit E and otherwise in compliance with all requirements of the Local Electric Utility.

(c) Limits on Obligation to Deliver. Except as provided in Section 4(l), Provider does not warrant or guarantee the amount of electric energy to be produced by the limits on Project for any hourly, daily, monthly, annual or other period. Provider is not a utility or public service company and does not assume any obligations of a utility or public service company to supply Host's electric requirements. Provider is not subject to rate review by governmental authorities.

(d) Meter Testing. Provider shall install one or more meter(s) at the Project, as Provider deems appropriate, to measure the output of the Project at the Point of Delivery. Provider shall install an Interval Data Recorder (IDR) with industry standard telemetry at the Project. Provider shall conduct tests of the meters at such times as it deems appropriate in accordance with industry standards, but not less than once in any two year period. Host shall pay for any independent testing of the meter(s) in excess of such minimum testing schedule that Host deems necessary, except if, after such testing, the meter is shown to be in error in Provider's favor by more than 2%, Provider shall pay for the cost of such test and shall make corresponding adjustments to the records of the amount of electrical energy provided by the Project delivered based on the period that is half-way in between the date of this testing and the last testing date of the meter. If there is an error of less than or equal to 2% no billing adjustments will be made. In the event there is an error of greater than 2%, Provider shall adjust the next invoice to be provided to Host under Section 6(b) hereof, to either charge the Host additional amounts for energy produced over the stated meter amount during the applicable period at the applicable rate or provide Host a credit against future billing for

energy produced under the stated meter amount during the applicable period, provided, however, that any deficiencies or credits not theretofore applied or satisfied at the expiration or earlier termination of the Operations Period shall be settled in cash.

**6. PAYMENT AND BILLING.**

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

Gila County Finance Department  
ATTN: Accounts Payable  
1400 E. Ash Street  
Globe, AZ 85501  
accountspayable@gilacountyaz.gov

(d) Payment. Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

**7. SUPPLEMENTAL POWER, NET METERING AND RECS.**

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Net Metering & Utility Credits. At any time that electric production from the Project is greater than Host's requirements at such time, Host shall nevertheless pay Provider for all of the electricity produced by the Project at the rates and in the manner provided in this Agreement. Host may make arrangements with the Local Electric Utility so that power in excess of Host's requirements may be delivered to the Local Electric Utility through the Point of Delivery and Host shall receive any credits or payments from the Local Electric Utility may be available under net metering or similar programs. If Applicable Law or the practice of the Local Electric Utility restricts the ability of

the Host to deliver electricity produced by the Project to the Local Electric Utility, then the Parties shall agree on alternate arrangements to enable Host, insofar as possible, to receive benefits from the Local Electric Utility comparable to those available under net metering programs, provided that the economic benefits to Provider remain as provided in this Section 7(b).

(c) Interconnection. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering".

(d) Applicable Solar Program Incentives. Except as provided in Section 7(b), Provider shall receive all payments available under the Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this paragraph (d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes.

(i) For the first fifteen (15) Operations Years, Host shall be the owner of any Environmental Attributes which may arise as a result of the operation of the Project; provided however, Host shall transfer such Environmental Attributes pursuant to the terms of the Credit Purchase Agreement. Provider shall provide reasonable assistance to Host in preparing all documents necessary for Provider to receive such Environmental Attributes. Host hereby acknowledges that all payments by under the Credit Purchase Agreement have been assigned to Provider pursuant to Section 11 of the Credit Purchase Agreement.

(ii) Host shall make best efforts to assign the Credit Purchase Agreement to Provider. Upon the effectiveness of such assignment, and after the end of the fifteenth (15<sup>th</sup>) Operations Year, Provider shall become the owner of any Environmental Attributes which may arise as a result of the operation of the Project. Upon Provider becoming the owner of Environmental Attributes pursuant to this subsection (ii), if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) No Resale of Electricity. Except as contemplated by the provisions of Section 7(b), the electricity purchased by Host from Provider under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Provider, which approval shall not be unreasonably withheld, and Host shall not take any action which would cause Host or Provider to become a utility or public service company.

(i) Provider Is Not A Utility. Neither Party shall assert that Provider is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's obligations or performance under this Agreement.

## 8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

(b) System Ownership. Except as provided in Section 9, Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer and its subcontractors execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Project, Host shall promptly upon request of Provider, provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Financing Party, stating that the ownership of the Project remains in Provider and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Host's expense, in the appropriate Land Registry. Host may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access Rights granted hereunder, and the priority of Provider's (and/or Financing Party's) rights in the Project and the Access Rights.

## 9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Options. On the seventh (7<sup>th</sup>), tenth (10<sup>th</sup>) and fifteenth (15<sup>th</sup>) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price which will be the greater of (i) the Fair Market Value of the Project at such anniversary date or (ii) the Early Termination Amount, plus, if applicable, repayment or recapture of Applicable Solar Program or other governmental payments occasioned by the exercise of such option. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and on or before ninety (90) days after such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider. At any time following receipt of the notice from Host, but no later than thirty (30) days after the date Host gives notice of its election to exercise the option, Provider may notify Host if it believes the Fair Market Value of the

Project exceeds the Early Termination Amount, and, in the same notice, Provider shall provide Host an appraisal of the Fair Market Value. If Host agrees with the appraisal of the Fair Market Value it shall pay such sum to Provider. If Host disagrees with the appraisal's estimate of the Fair Market Value of the Project, Host may request that the Parties meet to discuss the appraisal. If the Parties cannot agree within ten (10) days of the Host's receipt of the appraisal of the Fair Market Value, the Parties will be deemed to enter into a Dispute for purposes of Section 23(a) and shall follow the procedures in Section 23(c) for resolution of the Dispute. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will be deemed to enter into a dispute for purposes of Section 23(a) and shall follow the procedures in Section 23 for resolution of the dispute. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) Decommissioning. If Host does not exercise the option set forth in Section 9(b) above, then Provider, at its expense, shall promptly decommission and remove the Project following the expiration of the Operations Period. Provider shall not be obligated, however, to remove any support structures for the Project which are affixed to Host's structures or any below grade structures, including foundations and conduits, or any roads. Host grants Provider and its representatives reasonable vehicular and pedestrian access across the Site to the Premises for purposes of decommissioning the Project. In exercising such access and performing the decommissioning, Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site. Host will provide Provider adequate storage space on the Site convenient to the Premises for materials and tools used during decommissioning. Provider shall be responsible for providing shelter and security for stored items during decommissioning and removal. Host further agrees that its normal security measures, practices, and policies which apply to its own Premises shall also apply to the Project. During decommissioning, Provider will comply with all Applicable Laws.

(f) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

## 10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. In the event of such a shutdown, Host shall be deemed to have acted under Section 10(a) to shut down the Project, and shall pay Provider the amounts described in Section 10(a) with respect to the period of the shutdown, except that Host shall not be required to pay such amounts relative to any time period prior to Provider's notice of the shutdown or during any Force Majeure Event. If a shutdown pursuant to this Section 10(b) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Host to pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology.

(d) Premises Shutdown; Interconnection Deactivated. In the event Premises are closed as a result of an event that is not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider, Host shall nevertheless continue to pay Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery. If an interconnection with the Local Electric Utility becomes deactivated for reasons that are not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider such that the Project is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, Host will pay Provider an amount equal to the sum of (A) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following such closure; (B) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following such closure; and (C) revenues from Environmental Attributes that Provider would have received with respect to

electric energy that would have been produced by the Project following such closure. Determination of the amount of energy that would have been produced following such closure shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology. If a shutdown pursuant to this Section 10(d) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Host to pay the Early Termination Amount.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host may be released from further obligations under this Agreement.

## 11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it and shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Host shall be responsible for all ad valorem personal property or real property taxes levied against the Site, improvements thereto and personal property located thereon, except that Provider shall be responsible for ad valorem personal property or real property taxes levied against the Project. If Host is assessed any taxes related to the existence of the Project on the Premises, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting any such assessment; provided, however, that Host shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Provider. If after resolution of the matter, such tax is imposed upon Host related to the improvement of real property by the existence of the Project on the Site, Provider shall reimburse Host for such tax.

(d) Tax Contests. Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) Payment of Delinquent Taxes. In the event either Party fails to pay any taxes that may become a lien upon the other Party's property, such Party may pay such amounts and in such event shall be entitled to recover such paid amount from the other Party, together with interest thereon at the rate of one percent (1%) per month, compounded monthly.

(f) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice therefor from the Party who paid the taxes.

## 12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit F in full force and effect throughout the Term.

(b) Applicable Solar Program Requirements. Host and Provider will also maintain the additional insurance requirements (if any) specified in Exhibit H to satisfy the requirements of the Applicable Solar Program.

(c) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days written notice before the insurance is cancelled or materially altered.

(d) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. A cross liability clause shall be made part of the policy. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(e) Insurance Providers. All insurance maintained hereunder shall be maintained with companies rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

**13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.**

(a) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

(c) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) ten years and (ii) the remaining term of this Agreement without regard to Host's option to purchase the Project.

**14. PRESS RELEASES AND CONFIDENTIALITY.**

(a) Press Releases. Subject to Section 14(b), the Parties acknowledge that they each desire to publicize information about this Agreement and the Project. The Parties therefore agree that each may make independent press releases about entering into this Agreement, the size and location of the Project, and the identity of the other Party, without the prior written consent of the other Party. Notwithstanding the foregoing, Provider has the exclusive right to (i) claim that electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. Buyer shall not make any claims with respect to (i) through (iii) in any such independent press release.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), Provider (the "Disclosing Party") and Buyer ("Receiving Party") agree that, (i) pursuant to A.R.S. § 30-808, without the consent of the Disclosing Party, Receiving Party shall not to disclose any Confidential Information received from Disclosing Party to any other person and (ii) Receiving Party shall use any Confidential Information received from Disclosing Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if the Receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the Disclosing Party, the Receiving Party may make disclosure as required by law, but the Receiving Party shall prior to making any disclosure notify the Disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the Disclosing Party, but at the expense of the Disclosing Party, in any efforts by the Disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

## 15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), harmless from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of Provider's (or its contractor's) negligence or willful misconduct; (ii) Provider's violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("Provider's Indemnified Parties"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense or the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person

(which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

## 16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of organization and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (A) its organizational documents; (B) any agreement or other obligation by which it is bound; (B) any law or regulation.

(iii) Enforceability. (A) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (B) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (B) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Electric Usage. Host has provided to Provider complete and correct records of its electric usage at the Site for the preceding one (1) year.

(ii) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information presented by Host, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(iii) Financial Information. The financial statements Host has provided to Provider present fairly in all material respects the financial condition and results of operations of Host.

(iv) Credit Purchase Agreement. The Host has assigned all payments under the Credit Purchase Agreement to the Provider, pursuant to the Credit Purchase Agreement.

## 17. FORCE MAJEURE.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Obligations to make payments for services already provided shall not be excused by a Force Majeure Event.

(c) Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 hereof, and the dispute resolution provisions of Section 23 hereof shall continue to apply notwithstanding the termination of this Agreement.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the provisions of Section 9(e) (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

## 18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will promptly submit to Host a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future rates such that the new rates compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the rates set forth in Exhibit A.

**19. PROVIDER DEFAULT AND HOST REMEDIES.**

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16 hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project, provided, however, that the cure period shall be extended by the number of calendar days during which Provider is prevented from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Financing Party Opportunity to Cure: Host Remedies. Upon an Event of Default by Provider, provided that Host complies with its obligations under Section 21 and Financing Party does not cure such Event of Default by Provider, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue other remedies available at law or equity.

**20. HOST DEFAULT AND PROVIDER REMEDIES.**

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16 hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Provider identifying the defect.

(ii) Obstruction. Host obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within ten (10) days of when such payment was due.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Default Damages. Upon an Event of Default by Host, Provider may require Host to pay to Provider the Early Termination Amount, sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

## 21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Project. Host acknowledges that Provider will obtain construction financing for the Project from third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Collateral Assignment. Host hereby consents to both of the sale of the Project to a Financing Party and the collateral assignment to the Financing of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

## 22. LIMITATIONS ON DAMAGES.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (including, without limitation, in Sections 10 and 20(b)), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

## 23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Mediation. If, after such negotiation in accordance with Section 23(a), the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of

the Parties with authority to resolve the dispute shall meet for at least three (iii) hours with a mediator whom they choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the American Arbitration Association to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party.

(c) Arbitration of Disputes.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 23(a) or 23(b) shall (except as provided in Section 23(d)) be settled by binding arbitration between the Parties conducted in Phoenix, Arizona, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Dispute Submission. The Party initiating the Arbitration (the "Submitting Party") shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.

(iii) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than \$250,000, the Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the arbitrator shall be chosen by the AAA. If the amount in controversy is \$250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within forty-five (45) days of the submission of the demand on the Responding Party, the arbitrator will be chosen by the AAA. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within thirty (30) days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, "Panel" means either a single arbitrator or a group of three arbitrators selected as provided herein.

(iv) Discovery. Within fifteen days (15) of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(v) Decision. Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vi) Expenses. Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel's costs shall be made on a monthly basis prior to the Award.

(d) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bonafide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

(e) Survival of Arbitration Provisions. The provisions of this Section 23 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

**24. NOTICES.**

Delivery of Notices. All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

Gila County - Finance Department  
1400 E. Ash St.  
Globe, AZ 85501  
Attention: Valrie Bejarano

If to Provider:

Tioga Solar Gila, LLC  
c/o Tioga Energy, Inc.  
123 Mission Street, 9<sup>th</sup> Floor  
San Francisco, CA 94105  
Attention: Paul Detering  
Email: paul@tiogaenergy.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

**25. MISCELLANEOUS.**

(a) Governing Law. This Agreement shall be governed by the laws of the State of Arizona, including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. If a material provision is determined to be unenforceable, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits,

the matter shall be resolved under Section 23(c) in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement; provided however, with respect to Host, such surviving entity is acceptable to Financing Party in its sole discretion.

(f) Immigration Law Compliance. The Provider warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal and state immigration laws and regulations related to the immigration status of its employees. Provider shall obtain statements from its subcontractors of every tier certifying compliance and shall furnish the statements to the Host upon request. These warranties shall remain in effect through the term of the Agreement, and the Provider and its subcontractors of every tier 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 pursuant to this Agreement. I-9 forms are available for download at USCIS.GOV. The Host may request, and the Provider agrees to furnish, verification of compliance from the Provider or its subcontractors of any tier performing work pursuant to this Agreement. Should the Host reasonably believe or discover that the Provider or its subcontractors of any tier are not in compliance, the Host may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Provider and its subcontractors. All costs necessary to verify compliance are the responsibility of the Provider.

(g) OSHA Compliance. Provider shall require that all employees, contractors, subcontractors and any agents and other representatives of Provider adhere to all applicable OSHA requirements and safety laws or codes in the performance of this Agreement.

(h) Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by this reference, this Agreement is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is, at any time while this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

(i) Retention and Inspection of Records. Provider shall retain, and shall contractually require each contractor and subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of this Agreement for a period of five (5) years after the completion of this Agreement and to make such documents open for Host's inspection and audit at reasonable times as requested by Host.

(j) Nondiscrimination. Provider agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, age or disability in violation of federal or state law. The parties shall comply with Section 202 of Executive Order 11246, 41 CFR 60-1.4, 41 CFR 60-250.4 and 41 CFR 60-741.5(a) and Arizona Executive Order 99-4 prohibiting discrimination in employment, to the extent applicable to this Agreement.

(k) Compliance with A.R.S. §§ 35-391.06 and 35-393.06. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Provider shall certify that it does not have a scrutinized business operation in either Sudan or Iran.

(l) Service Contract. This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

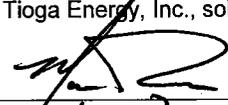
(m) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(n) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

**TIOGA SOLAR GILA, LLC**  
By: Tioga Energy, Inc., sole member

By:   
Name: MARC ROPER  
Title: VP Sales & Marketing

**GILA COUNTY, ARIZONA**  
BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Name: Tommie C. Martin  
Title: Chairman of the Board of Supervisors

ATTEST

By: \_\_\_\_\_  
Name: Marian Sheppard  
Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM

By: \_\_\_\_\_  
Name: Bryan B. Chambers  
Title: Chief Deputy County Attorney for  
Daisy Flores, Gila County Attorney

## GLOSSARY OF TERMS

**"Access Rights"** means the rights provided in this Agreement for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

**"Affiliate"** means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

**"Agreement"** means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

**"Applicable Law"** means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes any approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

**"Applicable Solar Program"** means the program indicated on Exhibit H.

**"Business Day"** means a day other than Saturday, Sunday, or other day on which commercial banks in New York City are authorized or required by law to be closed.

**"Change in Law"** means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

**"Commercial Operation Date"** means the date, which shall be specified by Provider to Host pursuant to Section 4(f), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

**"Confidential Information"** means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, the material terms of this Agreement, including Exhibit A and Exhibit B, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party.

**"Credit Purchase Agreement"** means that Credit Purchase Agreement, dated as of June 28, 2011 between Host and Arizona Public Service.

**"Dispute"** means a controversy or claim arising out of or relating to this Agreement.

**"Early Termination Amount"** means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

**"Electric Service Provider"** means any person, including the Local Electric Utility, authorized by the State of Arizona to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Host” means Gila County, Arizona, an Arizona county, and all successors and assigns.

“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installer” means the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

"Local Electric Utility" means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Minimum Standard of Operation" has the meaning provided in Exhibit I.

"Operations Period" has the meaning provided in Section 2.

"Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider.

"Point of Delivery" has the meaning set forth in Section 5(a) and Exhibit E.

"Premises" means the portions of the Site described on Exhibit D.

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Project Lessor" means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"Provider" means Tioga Solar Gila, LLC, a Delaware limited liability company, and all successors and assigns.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project.

"Site" means the real property described on Exhibit C attached hereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in Section 2 hereof.

EXHIBIT A  
ENERGY PURCHASE RATES

Operations Year	Price per kWh
1	\$0.080
2	\$0.080
3	\$0.080
4	\$0.080
5	\$0.080
6	\$0.080
7	\$0.080
8	\$0.080
9	\$0.080
10	\$0.080
11	\$0.080
12	\$0.080
13	\$0.080
14	\$0.080
15	\$0.080
16	\$0.080
17	\$0.080
18	\$0.080
19	\$0.080
20	\$0.080

EXHIBIT B

## EARLY TERMINATION AMOUNTS

Operations Year	Early Termination Amount
1	\$1,001,950
2	\$917,373
3	\$822,515
4	\$720,244
5	\$612,459
6	\$592,320
7	\$580,406
8	\$565,932
9	\$548,510
10	\$527,716
11	\$503,381
12	\$475,557
13	\$443,761
14	\$407,455
15	\$366,053
16	\$318,889
17	\$265,225
18	\$241,987
19	\$222,628
20	\$197,990
After Year 20	Fair Market Value

EXHIBIT C

DESCRIPTION OF SITE

1400 E. Ash St, Globe, AZ 85501

Aerial Photograph

Legal Description of Host's property to be provided

=====

EXHIBIT D

DESCRIPTION OF PREMISES

Aerial Photograph of the Premises

Premises includes all Access Rights pursuant to Section 3 of the Power Purchase Agreement

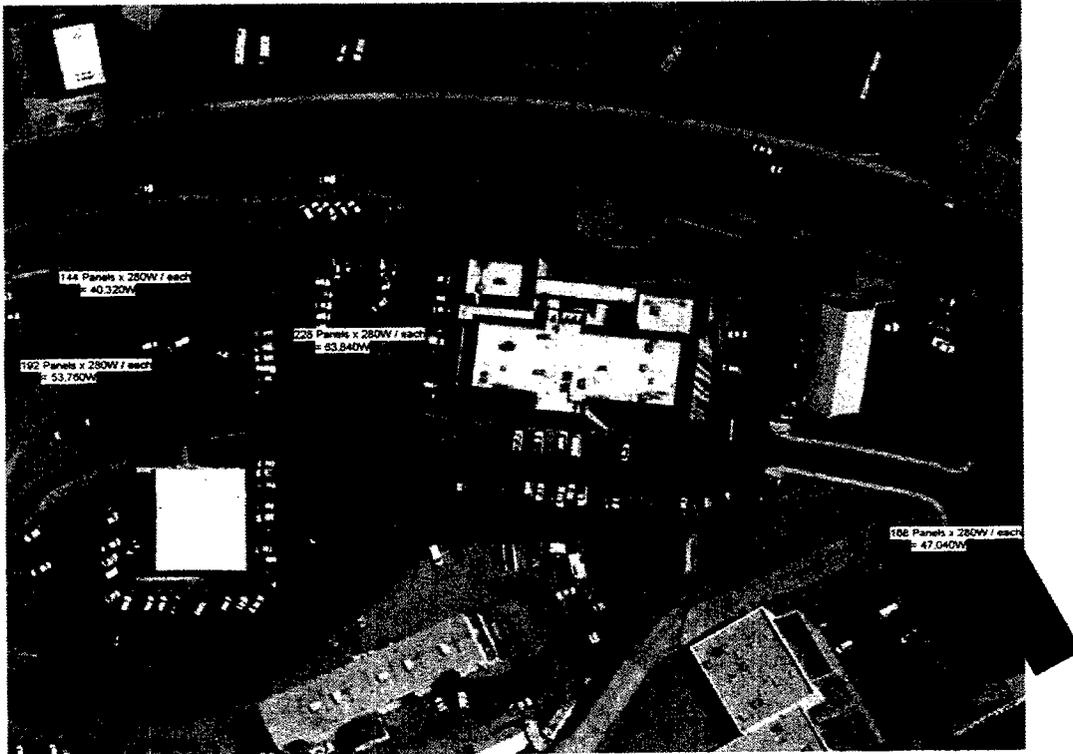


EXHIBIT E

DESCRIPTION OF PROJECT

Nameplate capacity (kW DC STC):	204.96 kW DC
Array Footprint:	Approx. 14,700 sq. ft.
Output Criteria:	60 cycle 120 hertz 3 phase
System CEC-AC rated Capacity (kW AC CEC):	732ea x 250.7 W PTC x 97%
Quantity and type of Photovoltaic Modules:	178.007 kW AC CEC
Quantity and type of Inverters:	732 x Trina TSM-280PA 14 (or approved equal)
Type of Mounting Structure:	(1) Satcon 250 kW PVS (208) (or approved equal)
Other Balance-of-System items:	Covered Parking Canopy
Data	Power-One MYPVDATA (previously National Semiconductor SolarMagic)
Perimeter Fencing:	N/A

EXHIBIT F

## INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of two million dollars (\$2,000,000) for each occurrence, and four million dollars (\$4,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Both Host and Provider will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

3. Business Auto

(a) not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and two million dollars (\$2,000,000) in the aggregate.

(b) not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and two million dollars (\$2,000,000) in the aggregate.

4. Additional Insurance Requirements

Additional insurance requirements and terms are included in the Applicable Solar Program contract.

5. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with Applicable State Solar rebate program. The documentation required for the Applicable Solar Program shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to the Local Electric Utility. The documentation must be signed by a person authorized by the insurer to bind coverage on its behalf.

6. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$2,000,000 for each occurrence and \$4,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

- Auto coverage not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and two million dollars (\$2,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of four million dollars (\$4,000,000) and six million dollars (\$6,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

EXHIBIT G

FORM OF NOTICE OF GRANT OF INTEREST IN REALTY

Tioga Solar Gila, LLC  
c/o Tioga Energy, Inc.  
123 Mission St. 9th Floor  
San Francisco, CA 94105

**NOTICE OF GRANT OF INTEREST IN REALTY**

In accordance with the provisions of Ariz. Rev. Stat. § 33-401, notice is hereby given of that Power Purchase Agreement dated as of October 3, 2011 for purchase and sale of electrical energy (the "Agreement"). This notice may be executed in counterparts by the parties to the Agreement.

**Parties to the Agreement:**

**Host:** Gila County  
1400 East Ash St.  
Globe, AZ 85501

**Provider:** Tioga Solar Gila, LLC  
123 Mission St. 9th Floor  
San Francisco, CA 94105

**Dated as of:** October 3, 2011

**Description of Premises:** See Exhibit A

**TERM OF AGREEMENT:**

The term of the Agreement shall be until the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operations Date (as that term is defined in the Agreement) occurs, subject to any extensions or early termination pursuant to the terms of the Agreement.

(signature pages follow)

Witness the execution hereof under seal by said parties to said Agreement this [ ] day of [ ].

Provider:

**TIOGA SOLAR GILA, LLC**  
By: Tioga Energy, Inc., sole member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Host:

**GILA COUNTY, ARIZONA**  
**BOARD OF SUPERVISORS**

By: \_\_\_\_\_

Name: Tommie C. Martin

Title: Chairman of the Board of Supervisors

ATTEST

By: \_\_\_\_\_

Name: Marian Sheppard

Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM

By: \_\_\_\_\_

Name: Bryan B. Chambers

Title: Chief Deputy County Attorney for  
Daisy Flores, Gila County Attorney

**[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]**



EXHIBIT H

APPLICABLE SOLAR PROGRAM

APS 2011 Schools & Government Production Based Renewable Energy Incentive Program, and all similar programs.

EXHIBIT I

MINIMUM STANDARD OF OPERATION

Minimum Standard of Operation means the average ratio of actual power output to expected power output of the Project, measured  $n$  times every fifteen minutes over a period of at least three hours in which the measured solar irradiance in the plane of the array exceeds  $250 \text{ W/m}^2$ , shall be 90% or higher:

$$\frac{1}{n} \sum_{i=1}^n \frac{\text{Actual power output}_i}{\text{Expected power output}_i} \geq 0.90$$

Actual power output shall be measured as  $\text{kW}_{\text{AC}}$  (true RMS) at the Point of Delivery via a revenue grade meter as described in Section 6(d). Expected power output shall be determined as follows:

$$\text{Expected power output} = \text{kW}_{\text{DC\_STC\_Mod}} \times \{1 + \beta_{\text{PMP}} [(I_{\text{Measured}} \times e^{\{a+b \times \text{WS}\}} + T_{\text{Amb}} + \frac{I_{\text{Measured}}}{I_{\text{STC}}} \Delta T) - T_{\text{STC}}]\} \times \frac{I_{\text{Measured}}}{I_{\text{STC}}} \times \text{WARR} \times \eta_{\text{Cond}} \times \eta_{\text{Inv}}$$

Where:

$\text{kW}_{\text{DC\_STC\_Mod}}$  = Module DC rating at Standard Test Conditions (module nominal nameplate rating), in kW

$\beta_{\text{PMP}}$  = Module power temperature coefficient, typically  $-0.005/^{\circ}\text{C}$  for polycrystalline silicon panels at module maximum power point

$I_{\text{Measured}}$  = Measured solar irradiance in the plane of the array (unshaded), in  $\text{W/m}^2$  ( $\geq 250 \text{ W/m}^2$ )

$a = -3.56$ , an empirically-determined coefficient establishing the upper limit for module temperature at low wind speeds and high solar irradiance.

$b = -0.075$ , an empirically-determined coefficient establishing the rate at which module temperature drops as wind speed increases.

$\text{WS}$  = Measured windspeed, in m/s

$T_{\text{Amb}}$  = Measured ambient air temperature, in  $^{\circ}\text{C}$

$\Delta T = 3^{\circ}\text{C}$ , the typical temperature difference between the cell and the module back surface at an irradiance level of  $1000 \text{ W/m}^2$ .

$T_{\text{STC}} = 25^{\circ}\text{C}$  (STC reference temperature)

$I_{\text{STC}} = 1000 \text{ W/m}^2$  (STC reference irradiance)

$\text{WARR}$  = Percent of power output warranted by module manufacturer, inclusive of manufacturer's rating tolerance

$\eta_{\text{Cond}} = 93.5\%$  (Efficiency of conductors and connectors, accounts for DC and AC ohmic losses, module mismatch losses, and losses in diodes and connectors)

$\eta_{\text{Inv}}$  = Inverter weighted conversion efficiency as published by the California Energy Commission (<http://www.gosolarcalifornia.org/equipment/inverter.php>)

Tioga Solar Gila, LLC  
c/o Tioga Energy, Inc.  
123 Mission St. 9th Floor  
San Francisco, CA 94105

**NOTICE OF GRANT OF INTEREST IN REALTY**

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**Parties to the Agreement:**

**Host:** Gila County  
1400 East Ash St.  
Globe, AZ 85501

**Provider:** Tioga Solar Gila, LLC  
123 Mission St. 9th Floor  
San Francisco, CA 94105

**Dated as of:** October 3, 2011

**Description of Property:** The property located at 1400 East Ash Street, Globe, AZ 85501

**TERM OF AGREEMENT:**

The term of the Agreement shall be until the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operations Date (as that term is defined in the Agreement) occurs, subject to any extensions or early termination pursuant to the terms of the Agreement.

(signature pages follow)

Witness the execution hereof under seal by said parties to said Agreement as of the 3<sup>rd</sup> day of October, 2011.

Provider:

**TIOGA SOLAR GILA, LLC**

By: Tioga Energy, Inc., sole member

By: \_\_\_\_\_

Name: Maec Rover

Title: VP Sales & Marketing

Host:

**GILA COUNTY, ARIZONA**

**BOARD OF SUPERVISORS**

By: \_\_\_\_\_

Name: Tommie C. Martin

Title: Chairman of the Board of Supervisors

ATTEST

By: \_\_\_\_\_

Name: Marian Sheppard

Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM

By: \_\_\_\_\_

Name: Bryan B. Chambers

Title: Chief Deputy County Attorney for  
Daisy Flores, Gila County Attorney

STATE OF California )  
 )  
COUNTY OF San Francisco ) SS.

On Sep. 20 '11 before me, Laura Bennett, Notary Public, personally appeared Marc Roper, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.  
Laura Bennett



June 27, 2011

Michael A. Pastor  
Chairman of the Board  
Gila County Board of Supervisors  
1400 E. Ash Street  
Globe, AZ 85501

RE: Solar Photovoltaic Power Purchase Agreement Letter of Intent

Mr. Pastor:

On behalf of Tioga Energy, Inc. ("Tioga"), I would like to thank you for selecting Tioga Energy to finance, own and operate solar photovoltaic facilities ("Facilities") at select County properties for the purpose of generating and selling electricity to Gila County under a long term solar Power Purchase Agreement ("PPA").

Attachment A to this Letter of Intent (LOI) highlights the proposed key terms of a Power Purchase Agreement between Tioga and Gila County.

By signatures affixed to this letter, Tioga and Gila County agree to the following:

1. Tioga and Gila County will pursue in good faith and expend the necessary resources and time to negotiate a definitive PPA which, subject to mutual agreement through negotiation, will be generally based on the attached PPA Term Sheet and will include additional provisions customarily addressed in power purchase agreements.
2. Tioga and Gila County will pursue negotiations promptly and diligently so as to enable the Facility to qualify for investment tax credit (or U.S. Treasury Grant in lieu of tax credit) under the Internal Revenue Code, and the Arizona Public Service Solar Energy incentive program.
3. Tioga will perform a title search of Gila County's properties as part of the due diligence associated with permanent financing of the Facility, and Gila County and Tioga will establish a plan to resolve any title-related issues which would otherwise present a barrier to the closing of permanent Facility financing.
4. Prior to the execution of a definitive PPA, Tioga will form a new special purpose limited liability company (LLC) which will serve as the counterparty to the PPA with Gila County.
5. Gila County will provide financial information necessary for Tioga's lender to complete a credit review as part of the due diligence associated with permanent financing of the Facility.
6. Gila County will provide site-related information as requested by Tioga to confirm project feasibility, complete incentive application paperwork, and related activities in a timely fashion.
7. During the 180 day period commencing on the date it countersigns this letter, Gila County will negotiate exclusively with Tioga for the provision of services relating to solar photovoltaic Facilities at Gila County's properties.



- 8. Except as deemed solely by Gila County to be required under Arizona's Public Records Law, A.R.S. Title 39, Chapter 1, and Open Meeting Law, A.R.S. Title 38, Chapter 3, Article 3.1 or other public disclosure laws or regulations, or as otherwise mutually agreed, Gila County and Tioga shall not:
  - a. Disclose any information received from the other to any person other than members, agents and employees of PV Advanced Concepts, an Arizona Limited Liability Company (hereinafter, collectively, "PV Advanced Concepts"), advisors, investors, or lenders involved in the negotiation of a contract or financing the Facility.
  - b. Use any information received from the other except in connection with evaluation of a possible agreement between the parties.

Gila County and Tioga will require the same standard of non-disclosure from any outside parties with whom they may consult, provided that this provision shall not apply to Gila County's contacts with PV Advanced Concepts, with whom Tioga has entered into a separate non-disclosure agreement. This non-disclosure provision between the parties hereto shall remain in effect for one year from the date of this letter.

- 9. Each party will be responsible to pay for its own costs in connection with the items agreed to above, including costs of consultants, accountants, and attorneys, provided that Tioga shall be solely responsible for all monies payable to PV Advanced Concepts, including, but not limited to, fees, costs, reimbursements and commissions.

Neither party is obligated to enter into a PPA, and any obligations other than those explicitly agreed to herein will arise only in accordance with, and subject to, a definitive PPA, if such an agreement is actually executed by Gila County and Tioga. If this is all acceptable, please sign and return to me one of the two originals of this letter which are enclosed.

We very much appreciate the opportunity to participate in this exciting project and are prepared to move forward quickly.

Sincerely,

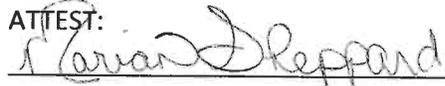
TIOGA ENERGY, INC.

By: Marc Roper  
 Title: VP, Sales and Marketing  
 Date: \_\_\_\_\_

**Approved As To Form**  
  
 Bryan B. Chambers  
 Chief Deputy Gila County Attorney

AGREED TO AND ACCEPTED:  
 Gila County

  
 By: Michael A. Pastor  
 Title: Chairman, Gila County Board of Supervisors  
 Date: 6/28/11

ATTEST:  
  
 Marian Sheppard, Clerk, Gila County Board of Supervisors



8. Except as deemed solely by Gila County to be required under Arizona's Public Records Law, A.R.S. Title 39, Chapter 1, and Open Meeting Law, A.R.S. Title 38, Chapter 3, Article 3.1 or other public disclosure laws or regulations, or as otherwise mutually agreed, Gila County and Tioga shall not:
- a. Disclose any information received from the other to any person other than members, agents and employees of PV Advanced Concepts, an Arizona Limited Liability Company (hereinafter, collectively, "PV Advanced Concepts"), advisors, investors, or lenders involved in the negotiation of a contract or financing the Facility.
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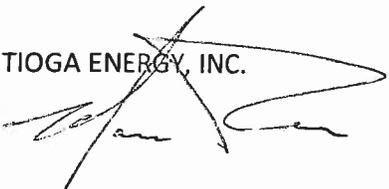
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We very much appreciate the opportunity to participate in this exciting project and are prepared to move forward quickly.

Sincerely,

TIOGA ENERGY, INC.

By:   
 Title: Marc Roper  
 VP, Sales and Marketing

Date: 6/27/11

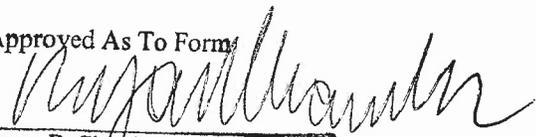
AGREED TO AND ACCEPTED:

Gila County

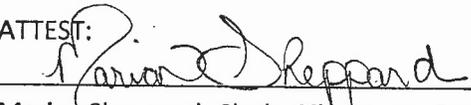
  
 By: Michael A. Pastor  
 Title: Chairman, Gila County Board of Supervisors

Date: 6/28/11

Approved As To Form:

  
 Bryan B. Chambers  
 Chief Deputy Gila County Attorney

ATTEST:

  
 Marian Sheppard, Clerk, Gila County Board of Supervisors



## Attachment A

### Solar Photovoltaic Facility Letter of Intent

### Basic Terms and Conditions

This Attachment A outlines key terms under which Tioga Energy, Inc. (Tioga) proposes to enter into a Power Purchase Agreement (PPA) with Gila County to supply electricity to Gila County from a photovoltaic (PV) Facility owned by Tioga and installed on the Globe Courthouse (or on alternate County property subject to County approval).

The commercial terms summarized in the table on the following page are subject to credit review, securing applicable federal, state, local, and/or utility incentives as well as review of the proposed site by Tioga and its lenders. Pricing assumes the following: \$0.171/kWh performance based incentive for 15 years through the APS School & Government Incentive Program, Commercial Operation Date by Dec 15, 2011, and a 1.5% (of the total contract amount) fee to PV Advanced Concepts by Tioga.

This proposal is made on the conditions (a) that Tioga's standard form of power purchase agreement will be used to memorialize our agreement and (b), notwithstanding the Tioga standard form's treatment of taxes, the proposed purchase price included in the power purchase agreement will be increased from the proposed amounts (and adjusted up or down from time to time) to reflect Tioga's actual cost of state and local transaction privilege taxes (sales taxes), franchise fee (on sales of electricity), personal property tax, and real property tax, if and to the extent applicable.

**Key PPA Terms.**

Provider:	Special purpose limited liability company owned by Tioga.		
Contractor:	Kitchell Contractors Inc, of Arizona		
Host:	Gila County		
Facility:	One (1) carport mounted 204.96 kW (DC) photovoltaic project, including interconnections required to deliver electricity to Host, installed on the Host's property at 1400 E Ash St., Globe, Arizona 85501 (or alternate County property)		
Term:	Twenty (20) years		
Price:	Price Option	Annual Escalation	First Year Purchase Price
	Option 1	0%	\$0.080 per kWh
	Option 2	3%	\$0.067 per kWh
Incentives, SRECs, and non-energy attributes:	Provider is entitled to all available financial incentives, solar renewable energy credits (SRECs) and other environmental attributes associated with the electricity generated by the Facility.		
Insurance, Operation and Maintenance	Provider will insure the facility as personal property and provide all operations and maintenance necessary.		
Early Purchase Options:	The Host shall have the option to purchase the facility from the Provider on the 7th, 10th, and 15th anniversary of the commercial operation date, at the greater of the Early Termination Amount as detailed in the PPA contract or Facility's fair market value at the time of purchase.		
End of PPA Disposition:	At the end of the PPA Term, the Host shall have the options of entering into a new PPA, purchasing the Facility at its fair market value, or having the Provider remove the Facility and restore the site to its initial functional condition.		

**BID TABULATION**

**5/31/2011**

**RFP for 041111-1 SOLAR ENERGY SYSTEMS**

<b>Bids received from:</b>		<b>Cost Proposal</b>			
Tioga	0% escalator	\$0.080 kWh			
APS Energy Service	3% escalator	\$0.087 kWh			
Enfinity	0% escalator	\$0.1325 kWh			



**GILA COUNTY ATTORNEY**  
*Daisy Flores*

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement titled  
*Power Purchase Agreement dated as of October 3, 2011*  
*between Gila County, Arizona and Tioga Solar Gila,*  
*L.L.C.*

and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review. The attached document "Explanation of the Gila County Attorney's Approval as to Form" explains what that review covers and does not cover in further detail.

*9-29-2011*  
Date

*Bryan B. Chambers*  
Bryan B. Chambers  
Chief Deputy County Attorney

## **Explanation of the Gila County Attorney's Office "Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

**ARF-864**

**Regular Agenda Item 2- F**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

Submitted For: Steve Stratton

Submitted By: Valrie Bejarano, Finance Department

Department: Public Works Division

Division: Fleet

Fiscal Year: FY 2011-2012

Budgeted?: Yes

Contract Dates 10-3-2011 to 10-2-2012

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Presenter's Name: Steve Stratton

---

Information

Request/Subject

Contract Award for Bid No. 071911-1 for New Special Service SUV and New 6/7 Passenger Mini-Van

Background Information

Each quarter in FY 2012 we plan on updating the Fleet with newer vehicles and culling the old ones out. With the price of new and used vehicles being somewhat competitive we will study which option is best for replacement of certain vehicles. Each of the dealers for this bid pledged the new vehicles to be delivered to Globe within 8 weeks from date of order.

Evaluation

Vehicles in the Fleet need to be changed out once they reach 150,000 miles or more and still have some value to auction if replacement money has been met. We would like to replace 7 vehicles with this bid that are used by the Sheriff's Department, Emergency Services, and the Motor Pool. We would like to use 2 vendors to accomplish this.

McSpadden Ford offered 2012 Expeditions at \$28,735.56 each. 2 of these would replace Sheriff Patrol vehicles B-118 @ 211,382 miles and B-125 @ 183,927 miles. These units will go into Search & Rescue or Posse and the Sheriff will turn in 2 units for auction.

Chapman Auto Center offered the low price of \$33,843.59 for 2012 Chevrolet Tahoe that the Sheriff will use for canine units. K-9 unit B-129 is a 2003 Tahoe with 194,000 miles and B-145 is an Expedition that is problematic in staying cool in the cabin. B-129 may go to Search & Rescue or Posse and they will turn in an older unit for auction. B-145 will go into regular patrol and the Sheriff will turn in an older unit for auction.

Chapman also offered the lowest price for Dodge Caravan Mini Vans at \$23,363.93 each. We have planned on purchasing 4 of these units. 2 Vans will go to the Sheriff Detention for transporting prisoners and will replace A-101 a 2005 Van with 238,000 miles and A-102 also a 2005 Van with 175,000 miles. One of these used Vans will go to Juvenile Detention and they will turn in one unit for auction. The other Van would go to GEST to replace A-24 with 113,490 miles and in need of a \$3000 paint job that would be auctioned. One Van would go to Emergency Management to replace B-60 a 2002 Explorer that has 137,000 miles on it and will be auctioned. Mr. O'Driscoll travels to Payson every week and prefers a vehicle that is more economical than the pickup or SUV. Another Van will go into the Payson Motor Pool to replace A-203, a 1999 Mini Van with 226,000 miles on it that will be auctioned.

McSpadden Ford Expeditions 2 @ 28,735.56 = \$ 57,471.12  
Chapman Auto Tahoe 2 @ 33,843.59 = \$ 67,687.18  
Chapman Auto Dodge Van 4 @ 23,263.93 = \$ 93,055.72  
TOTAL = \$218,214.02

### Conclusion

It would benefit the County to obtain newer vehicles that are still under warranty to keep the repair costs down in the fleet. Regular maintenance is still performed at the County Shops. Replacement money is already in the system for these vehicles.

### Recommendation

After extensive review of submitted proposals the Public Works Director recommends that the Board of Supervisors approve the award of Invitation for Bids No. 071911-1 for one or more New Special Service SUV to McSpadden Ford and Chapman Auto Center and New 6/7 Passenger Mini-Van to Chapman Auto Center for a term of 12 months.

### Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 071911-1 for the purchase of one or more new special service SUV(s) and new 6/7 passenger minivan(s); award to the lowest, responsible and qualified bidder(s); and authorize the Chairman's signature on the award contract for the winning bidder(s). **(Steve Stratton)**

---

### Attachments

Vendors Who Requested Bid 071911-1

Bid Tabulation for Bid 071911-1

Contract Award for Bid 071911-1

GILA COUNTY



BID TRACKING FORM

BID Title: New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van

BID No.: 071911-1

Due Date: September 8, 2011

3:00 PM

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Chapman Chevrolet		474-5261	lynndeters@chapmanchevrole.com lynndeters	8/25		
McSpedden Ford		425-3157	mcspeddensales@calbstone.net Lisa Wielenga	8/25		
Horne Motors		800-254-3259	bill@hornemotor.com Bill Stallings	8/25		
Cobre Valley Motors		425-4487	jim@ct1954@yahoo.com Jim Walker	8/25		
Steve Barry Ford		474-8888	b-kaywer@dealermail.com Bryan Kaywer	8/25		
Brown & Brown Chev.		480-827-3343	barter@curtination.com Don Barter	8/26		
Ferrhardt Dodge		480-558-6475 <del>6464</del>	blair@woodbeerhardt.com Daniel Wood	8/26		
Liberty GM		623-815-4402	sim@libertygme2.com Sim Walker	8/26		

GILA COUNTY



BID Title: New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van

BID No.: 071911-1

Due Date: September 8, 2011

BID HOLDER LIST

3:00 PM

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Avondale Auto			Jmaggio @ avondaleauto.com Joe Maggio	8/26		
Berge Ford			rlouis @ bergefords.com Teresa	8/26		
Chapman Choice			jackiemetke @ chapmanchoice.com Sackie Metke	8/26		
Cornelback Ford		602-639-1516	Rknowlton @ vtaig.com Rae Knowlton	8/29		
Thorne		928-310-3819 928-425-3500	Heather Harrison heatherharrison777 @ yahoo.com	9/11		



GILA COUNTY



SOLICITATION SIGN-IN-SHEET

PAGE 1 OF       

Solicitation No 071911-1 Due Date 9/8/2011 Time 13:00 PM  
Title New SUV SSV & Mini-Van

Gila County has received the following responses to the above listed solicitation.

Name Steve Gouvy Ford Date Rec'd 9-6-11 Time Rec'd 9:35 AM  
Comments \_\_\_\_\_

Name McSpadden Ford Date Rec'd 9-7-11 Time Rec'd 9:30 AM  
Comments \_\_\_\_\_

Name Liberty B.M.C. Date Rec'd 9-7-11 Time Rec'd 2:05 PM  
Comments \_\_\_\_\_

Name Chapman Auto Center Date Rec'd 9-8-11 Time Rec'd 10:25 AM  
Comments \_\_\_\_\_

Name \_\_\_\_\_ Date Rec'd \_\_\_\_\_ Time Rec'd \_\_\_\_\_  
Comments \_\_\_\_\_

Name \_\_\_\_\_ Date Rec'd \_\_\_\_\_ Time Rec'd \_\_\_\_\_  
Comments \_\_\_\_\_

Name \_\_\_\_\_ Date Rec'd \_\_\_\_\_ Time Rec'd \_\_\_\_\_  
Comments \_\_\_\_\_

**ATTENDANCE FORM**



**SOLICITATION OPENING  
GILA COUNTY**

**Solicitation**

**Title:** New SSV SUV & 6/7 Passanger Mini-Van

**Solicitation**

**No.:** 071911-1

**Opening**

**Date:** September 8, 2011

11:00 AM

*Witnesses: We, the undersigned, witnessed the opening of the above dated sealed solicitation.*

Company Name	Representative name	Signature
Gila County	Patric Bejerano	P. Bejerano
Gila County	John Root	John Root

**GILA COUNTY**

**NOTICE OF INVITATION FOR BID**

**BID NO. 071911-1**

**NEW SUV SPECIAL SERVICE VEHICLE  
NEW 6/7 PASSENGER MINI-VAN**



**\*BOARD OF SUPERVISORS\***  
**Michael A. Pastor, Chairman**  
**Tommie C. Martin, Vice Chairman**  
**Shirley L. Dawson, Member**

**\*County Manager\***  
**Don E. McDaniel Jr.**

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GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID

1400 E. Ash Street  
Globe, Arizona  
85501

SOLICITATION NUMBER  
071911-1

BID DUE DATE: September 8, 2011

TIME: 11:00 AM

DESCRIPTION: New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van

Bid Opening & Submittal Location: GILA COUNTY PROCUREMENT  
(Board Conference Room)  
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: August 24 and 31, 2011

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928)200-1580

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

Date: 8/15/11

Signed: *Michael A. Pastor*  
Michael A. Pastor, Chairman, Board of Supervisors

Date: 8/15/11

**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the purchase of one (1) or more New Full Size 4 Door 4x4 SUV Special Service Vehicle(s) and New Extended Length 6/7 Passenger Mini-Van(s) to be used by the Gila County Fleet Department.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date.

See attached: **Exhibit "C") Pages 11-12, and 14-15 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this equipment shall be considered for award.

**INSTRUCTIONS TO VENDORS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".**

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid Proposal**

- A. Sealed Bids will be received by the Gila County Public Works Division, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bid proposals only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bid proposals shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Form each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 18.

*Instructions to Vendors continued...*

Failure to indicate receipt of addenda in the above manner may result in a bid proposal being rejected as non-responsive.

**Inquires**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Bid results ARE NOT provided in response to telephone inquires or email requests. A tabulation of bids received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids will be returned unopened. Late bids shall not be considered. Any Vendor submitting a late bid shall be so notified.

**Submittal Bid Format:**

It is requested that **One (1) Original and Two (2) copies ( 3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.
2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

*Instructions to Vendors continued...*

3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendors discovers and corrects such errors prior to the Proposal deadline.

All bids shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Vendor. The words "SEALED BID" with Title "NEW SUV SPECIAL SERVICE VEHICLE & New 6/7 PASSENGER MINI-VAN", Bid No., "071911-1", Date "SEPTEMBER 8, 2011", and TIME "11:00 AM" of Bid opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**Protests**

Only other Vendors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

**Laws and Ordinances**

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

**EXHIBIT "B" VENDOR AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 18, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification forms(s) pages 13.

**Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between

Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

**Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

*General Terms & Conditions continued...*

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

#### **Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

#### **Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

#### **Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

#### **Cancellation of County Contracts**

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

#### **Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty** (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

*General Terms & Conditions continued...*

2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

#### **Proposal Evaluation Process**

**All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.**

#### **General**

After receipt of all bid proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

**Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Vendor submitting this request.**

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 071911-1**

**Purpose:**

It is the intent of Gila County to establish, by this Invitation for Bids, the contract to purchase one or more New 4 Door 4x4 SUV Special Service Vehicle(s) and New Extended Length 6/7 Passenger Mini-Van(s)

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are minimum. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein. The Vendor agrees that Gila County shall have the right, at its sole option, to renew the contract for one (1) additional year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. Pricing for any extensions of the contract beyond 12 months will be the Vendor's invoiced cost per unit.

*Minimum Specifications continued...*

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 ORDERING: Gila County does not warrant the order quantity of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.
  
- 3.2 PRODUCT DELIVERY Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.
  
- 3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**QUALIFICATION AND CERTIFICATION FORMS**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

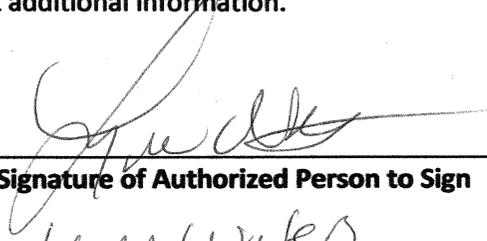
**CONTACT NUMBER 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van**

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

Chapman Auto Center  
100 N Beeline Hwy  
Phoenix, AZ 85341      928-474-5261

2. Had Vendor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, And the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
  - a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

  
**Signature of Authorized Person to Sign**  
Lynn Waters  
**Printed Name**  
Sales + Leasing  
**Title**

**PRICE SHEET**

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name/Phone #: Chapman Auto Center 928-474-5201

Vehicle Year/Make/Model: 2012 Chev. Tahoe 4Door 1500 4WD

MINIMUM SPECIFICATIONS New Full Size 4x4 SUV Special Service Vehicle	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	✓	
Interior: Light Color		✓
Cloth Covered Front Bucket Seats without Console	✓	
Vinyl Covered Rear Bench Seat	✓	
Power Features: Door Locks	✓	
Windows	✓	
Mirrors	✓	
Driver Seat	✓	
Steering	✓	
4 Door	✓	
Keyless Entry	✓	
Cruise Control	✓	
Tilt Steering Wheel	✓	
AM / FM Clock (CD) Radio / Stereo	✓	
5.3L Gas Engine	✓	
Four Wheel Drive 4x4	✓	
Automatic Transmission	✓	
Locking Differential	✓	
A/C – in Front and Rear	✓	
Front Tow Hooks	✓	
Trailer Tow Package (Receiver Hitch, Engine Oil Cooler, Transmission Cooler)	✓	
Skid Plate Package	✓	
All Terrain Tires (LT) with Full Size Spare Tire	✓	

SUB-TOTAL AMOUNT	\$ 30,845.42
SALES TAX	\$ 2,998.17
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>\$ 33,843.59</b>

\*Delivery Location: Fleet Department, 1400 East Ash Street, Globe, AZ 85501

Estimated Date of Delivery: 10-8 weeks after receipt of purchase order

(Note: Delivery date may be a factor in Bid award.)

**PRICE SHEET**

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name/Phone #: Chapman Auto Center 928-474-5201

Vehicle Year/Make/Model: 2012 Dodge Caravan 4DR SE

MINIMUM SPECIFICATIONS New Extended Length 6/7 Passenger Mini-Van	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	✓	
Interior: Gray or Tan Light Color Cloth Covered Seats	✓	
Power Features: Door Locks	✓	
Windows	✓	
Mirrors	✓	
Driver Seat	✓	
Steering	✓	
Front and Rear A/C and Heath	✓	
Tilt Steering Wheel	✓	
Dual Sliding Doors	✓	
Third Row Bench Seat	✓	
Second Row Bucket or Bench Seat	✓	
Remote Keyless Entry	✓	
Cruise Control	✓	
AM / FM Clock (CD) Radio	✓	
V6 Gas Engine	✓	
Automatic Transmission	✓	
Tinted Glass	✓	
<b>SUB-TOTAL AMOUNT</b>		\$ 21203.-
<b>SALES TAX</b>		\$ 2060.93
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		\$ 23,063.93

\*Delivery Location: Fleet Department, 1400 East Ash Street, Globe, AZ 85501

Estimated Date of Delivery: 10-8 weeks after receipt of purchase order  
 (Note: Delivery date may be a factor in bid award.)

**AFFIDAVIT BY VENDOR  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA )  
 )ss  
COUNTY OF: Gila )

Lynn Waters  
(Name of individual) being first duly sworn, deposes and says:

That he is Sales & Leasing  
(Title)

of Chapman Auto Center and  
(Name of Business)

That he is bidding on **Gila County BID NO. 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van** and,

That neither he nor anyone associated with the said Chapman Auto Center.  
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Chapman Auto Center  
Name of Business

[Signature]  
By

Sales + Leasing  
Title

Subscribed and sworn to before me this 7<sup>th</sup> day of September, 2011.

Sandra K Smith  
Notary Public

My Commission expires:

02/15/2015



**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

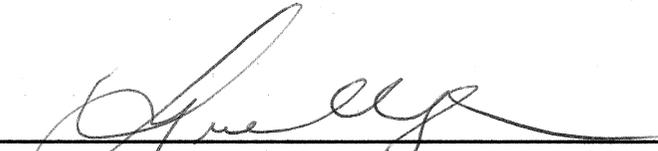
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, Vendor 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.

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

  
\_\_\_\_\_  
**Signature of Authorized Representative**

Lynn Waters  
\_\_\_\_\_  
**Printed Name**

9/2/14  
\_\_\_\_\_  
**Title**

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this IFB. If bidder fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM

✓

PRICE SHEET

✓

NO COLLUSION AFFIDAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

OFFER PAGE

✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

Initials

#1	#2	#3	#4	#5
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
#1	#2	#3	#4	#5
<u>9/7/11</u>	<u>9/7/11</u>	<u>9/7/11</u>	<u>9/7/11</u>	<u>9/7/11</u>

Date

Signed and dated this 7 day of September, 2011

Chapman Auto Center  
VENDOR:

[Signature]  
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van. All proposals shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before September 8, 2011, 11:00 AM.

OFFER PAGE

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

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

**CONTRACT NUMBER: 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van**

**Firm Submitting Proposal:**

Chapman Auto Center  
Company Name

100 N. Beeline Hwy  
Address

Payson AZ 85341  
City State Zip

**For clarification of this offer, contact:**

Name: Lynn Waters

Phone No.: 928-474-5201

Fax 928-472-4478

Email: lynnwaters@chapmanchoice.com

Lynn Waters  
Signature of Authorized Person to Sign

Lynn Waters  
Printed Name

sales + leasing  
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

Offer Page continued...

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor Chapman Auto Center is now bound to provide the materials or services listed in Invitation for Bid No.: 071911-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 071911-1. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

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

**QUALIFICATION AND CERTIFICATION FORMS**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

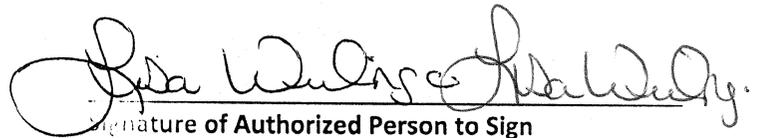
**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van**

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:  
McSpadden Ford Inc  
601 D Broad  
Globe AZ 85501 (928)425-3157
2. Had Vendor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, And the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendor's disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
  - a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

  
Signature of Authorized Person to Sign

Lisa W. Delinger  
Printed Name

General Sales Manager  
Title

PRICE SHEET

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name/Phone #: McSpadden Ford Inc (928)425-3157

Vehicle Year/Make/Model: 2012 Ford Expedition

MINIMUM SPECIFICATIONS New Full Size 4x4 SUV Special Service Vehicle	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Bucket Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
4 Door	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM / FM Clock (CD) Radio / Stereo	X	
5.3L Gas Engine	X	
Four Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential		X
A/C – in Front and Rear	X	
Front Tow Hooks	X	
Trailer Tow Package (Receiver Hitch, Engine Oil Cooler, Transmission Cooler)	X	
Skid Plate Package	X	
All Terrain Tires (LT) with Full Size Spare Tire	X	
SUB-TOTAL AMOUNT		\$26425.25
SALES TAX		\$2308.31
TOTAL AMOUNT OF DELIVERED VEHICLE		\$28733.56

\*Delivery Location: Fleet Department, 1400 East Ash Street, Globe, AZ 85501

Estimated Date of Delivery: 6-8 weeks from order  
 (Note: Delivery date may be a factor in Bid award.)

AFFIDAVIT BY VENDOR  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT

STATE OF ARIZONA )  
 )ss  
COUNTY OF: )

Lisa Wielengie  
(Name of Individual) being first duly sworn, deposes and says.

That he is General Sales Manager  
(Title)

of McSpadden Ford Inc and  
(Name of Business)

That he is bidding on Gila County BID NO. 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van and,

That neither he nor anyone associated with the said McSpadden Ford Inc  
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

McSpadden Ford Inc  
Name of business

By Lisa Wielengie Lisa Wielengie  
General Sales Manager  
Title

Subscribed and sworn to before me this 6 day of September, 2011.

Kim McSpadden  
Notary Public

My Commission expires:  
Jan 5, 2015



**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

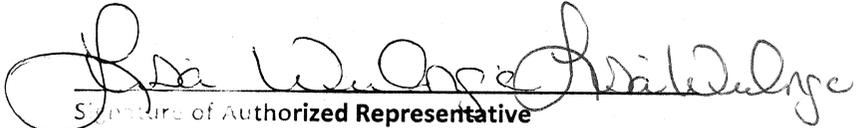
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, Vendor 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.

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

  
Signature of Authorized Representative

Lisa Wielenge  
Printed Name

General Sals Manager  
Title

OFFER PAGE

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

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

**CONTRACT NUMBER: 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van**

Firm Submitting Proposal:

For clarification of this offer, contact:

McSpadden Ford.  
Company Name

Lisa Wielgice

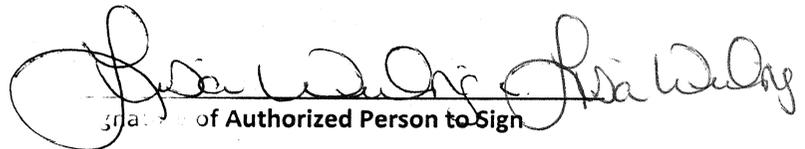
10010 Broad.  
Address

Phone No. (928) 425-3157

Globe      AZ      85501  
City                      State                      Zip

Fax (928) 425-9390

Email: McSpaddensales@cableone.net

  
Signature of Authorized Person to Sign

Lisa Wielgice  
Printed Name

General Sales Manager  
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

Offer Page continued...

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor McSpadden Ford Inc. is now bound to provide the materials or services listed in Invitation for Bid No.: 071911-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 071911-1. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

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

**ARF-870**

**Regular Agenda Item 2- G**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

Submitted For: Jacque Griffin

Submitted By: Jacque Griffin, Asst County  
Manager/Library District

Department: Asst County Manager/Library District Division: Information Technology

Fiscal Year: 2011-2012 Budgeted?: Yes

Contract Dates October 4, 2011- October 3, 2012 Grant?: No

Begin & End:

Matching No Fund?: Replacement

Requirement?:

Presenter's Name:

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Information

Request/Subject

Sales Agreement with REVIZE Software Systems to re-develop and host the Gila County Website.

Background Information

The current Gila County website contains an abundance of good information, organized in a difficult to use, complex, and outdated system. The technology the current site was developed with is nearly six years old, and is challenging for both the residents who need the information, and the staff who work to keep the information current and up to date. Nearly six months ago, Gila County staff began developing a project to re-design and re-develop the County's website. A cross sectional committee was established to identify current issues, develop goals, and select a firm to assist with redesigning and hosting the County's website.

Evaluation

The Web Redevelopment Committee includes representatives from several Departments and Offices (see attached list of current members). The committee identified four goals that the redesigned website should accomplish:

- Highlight that Gila County is a 'Destination Place' and put our virtual 'Best Foot Forward.'
- Include pictures, links to attractions and local hiking, national parks, visitors centers, etc..
- Easy Access to Information provided cost effectively.
- Provide citizens, staff, visitors and businesses with an interactive, functional, easy to navigate, visually pleasing, de-cluttered web experience.
- Organize Information for accessibility, with links embedded so information is accessible from many directions.
- Decentralize the website's content update process. Multiple content contributors will be able to directly create, publish and update the website. This collaborative process will ensure that citizens have access to up-to-date, accurate information.
- Utilize the latest "Social Networking" tools to expand the reach of Gila County, and assist with providing our news and information to our residents.
- Tie into existing social networking sites/tools (Facebook)

Gila County Informational Technology Department (GCIT) staff contacted several Web Design companies to solicit proposals for website redevelopment and web hosting. They received three comparable proposals. The Web Re-Development Committee reviewed the proposals, viewed a presentation from one of the vendors, and unanimously concluded that the REVIZE Software Systems proposal was the most cost effective choice, and provides the ability to meet the four goals. REVIZE also has the capability to expand the scope of the website to one day provide enhanced e-government, one-stop solutions for information and common business transactions in the future.



GCIT staff checked the references provided by REVIZE, as well as polled several additional current customers. All clients contacted were very satisfied with REVIZE and their performance and continued support.

### Conclusion

The current website is difficult to navigate for citizens looking for county information, and difficult to maintain with the current content management system. Re-development is needed to create a website that is visually appealing, improves access, functional, and up to date in a cost effective manner. The Web Re-Development Committee in conjunction with the GCIT staff have identified several key areas that are in need of improvement to provide a cost effective solution for an interactive, functional, easy to navigate, visually pleasing, de-cluttered web experience to our citizens, visitors and businesses. As this project progresses, the Web Redevelopment Committee will continue to meet and collaborate with the successful provider to ensure that the design and functions are in keeping with the goals of the committee.

GCIT staff and the Web Redevelopment Committee recommend choosing REVIZE System Software as the provider for web redevelopment and website hosting. Their proposal is for a contract amount of \$10,100.00 and includes: a one year agreement for a custom county website design, web development and content management system (CMS) integration, software subscription service for website hosting, and content editor training. Since this provider has the ability to supply added functionality, County Management would like to provide for a "not to exceed" statement in the motion to cover limited additional functions (modules) if determined necessary and upon agreement of the committee, GCIT Director Darryl Griffin and the County Manager. Modules cost from \$200-500 depending on the module, with minimal or no additional cost for maintenance. With this flexibility, the Web Redevelopment Committee can ensure that the newly re-designed website has the functionality they are looking for, and that GCIT can support.

### Recommendation

The REVIZE Software System proposal provides all the functionality currently necessary, is expandable into additional functionality, and is the most cost effective proposal received. They are a proven company that specializes in web design for government, education and the non-profit sector. Once this agreement is in place, the Web Redevelopment Committee will continue the process of redesigning the Gila County Website.

### Suggested Motion

Information/Discussion/Action to approve a one-year Sales Agreement between Revize Software Systems and Gila County, Arizona, for a custom County website design, web development and content management system (CMS) integration, software subscription service for website hosting, and content editor training in a base contract amount of \$10,100 plus \$3,900 for any additional modules as needed for a total contract amount not to exceed \$14,000 for fiscal year 2011-2012. **(Jacque Griffin/Darryl Griffin)**

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### Attachments

Web Re-Development Committee

Content Management System Comparison

Revize Sales Agreement

Iology Quote

Tempest Quote

## Gila County Web Re-Development Committee

September 2011

### Members:

Michael O'Driscoll – Health and Emergency Management  
Antonella Campos – Public Fiduciary  
Colleen Stevens – Superior Court  
Dennis Hanson - Court Information Systems  
Sadie Tomerlin - County Recorder  
Minda Thompson – Gila County Attorney's Office  
Martha Gonzales - Gila County Treasurer's Office  
Vicki Aguilar - Clerk of the Court's Office  
Gina Seymour – Board of Supervisor's Office  
Pam Fisher – Board of Supervisor's Office  
Claudia DalMolin – Sheriff's Office  
Dave Luhm – Sheriff's Office  
Shannon Boyer – Public Works Department  
Tom Homan – Public Works Department  
Linda O'Dell – Gila County School Superintendent  
Jeff Baer – Schools Superintendent's Office and Gila County IT  
Colt White – Gila County Constable  
Bob Gould – Community Development Department  
Darryl Griffin – Gila County IT  
Janice Cook – Administration  
Jacque Griffin – Administration and Library District

## Website Design and CMS Provider Features & Functions

	PaperThin	Red Dot	Percussion	Revize LLC - Revize 4.3	Details
Access via browser	x	x	x	x	
Add/Review/Update/Manage/Publish content via browser	x	x	x	x	
Content stored in database	x	x	x	x	Revize has embedded DB, other vendors we need to purchase a DB
Content stored in files	x	x		x	
Dynamic Pre-Assembly of web page				x	
Stores any file type	x			x	
Indexing by category	x	x	x	x	
Indexing by attribute	x	x	x	x	
Content locking (check in/out)	x			x	
Customizable workflow processes	x			x	
Workflow can integrate with e-mail				x	
Log File	x		x	x	
Audit Trail	x			x	
Revision Tracking	x			x	
Staging Facility	x	x	x	x	
Distributed design/management/distribution of templates	x	x	x	x	
Centralized oversight of templates	x	x	x	x	
Template/element modifications are reflected in all relevant content	x		x	x	
Content can be reused and repurposed across site		x	x	x	
Content can be reused and repurposed across devices				x	
Automatically identifies broken links upon creation	x			x	
Dynamic movement of links	x			x	
Version control of templates/elements				x	
Ability to rollback content to previous versions	x		x	x	
Publish based on specific time	x			x	
Error message management	x	x	x	x	
3rd party integration for personalization/customization				x	
Ability to serve content based on user profile	x			x	
Integrated profile management	x			x	
Detects browser/device types to optimize presentation	x	x	x	x	
User can control view based on user profile, elements and templates	x	x	x	x	
Changeable MetaData per webpage				x	
<b>Total Scores</b>	<b>25</b>	<b>13</b>	<b>16</b>	<b>32</b>	

### Pricing:

PaperThin - \$19K for Website Design, \$3800 for 1 year CMS and hosting, must sign three year contract

- very complex cms, hard to work with images, longer user training, future add-ons increase in price quickly

Red Dot Solutions (Open Text) - \$21K Website Design, \$4300 for one year CMS and hosting, tech support extra, additional applications are minimum \$1,000 additional each

Percussion - \$38,000 for CMS software and design, No hosting available, tech support extra

Revize - \$8K Website Design, \$2400 for one year hosting and CMS, Tech Support and Product Upgrades included, located in Troy, Michigan, has over 560 gov clients

## Sales Agreement

This Sales Agreement is between Gila County, Arizona ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 9-19-2011

<b>CLIENT INFORMATION:</b>	<b>REVIZE LLC:</b>
Company Name: <u>Gila County</u>	Revize Software Systems
Company Address: <u>1400 E. Ash Street</u>	1890 Crooks, Suite 340
	Troy, MI 48084
Company Country/State/Zip: <u>Globe, AZ 85501</u>	
Contact Name: <u>Darryl Griffin dgriffin@gilacountyaz.gov 928-402-8774</u>	
Billing Dept. Contact: _____	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Revize Custom County Website Design Fee, one time charge: One concept with up to three change iterations	\$ 2,000.00
1	Revize Web development and CMS Integration, one time charge: All Revize modules on page 2 will also be integrated into the new website	\$ 5,500.00
1	Revize Annual Software Subscription Service, 5 users, Includes: Pre-paid annual charge	\$ 2,000.00
	<ul style="list-style-type: none"> <li>• Revize Web Content Management Software Services</li> <li>• Up to 5 Non-Technical Content Editors, and administrative users</li> <li>• Revize content editing/administrative training – one web conference class up to 4 hours, up to 5 attendees</li> <li>• Technical Support/ Software Upgrades, Website Hosting, One year agreement</li> </ul>	
1	Content Editor Training – up to 4 hours, 5 attendees, one session:	\$ 600.00
	<b>Grand Total:</b>	<b>\$ 10,100.00</b>
	One Year Agreement. Revize requires a check for \$7,575 to start this initiative. The remaining balance is due when website is delivered and ready for training. Revize Software Subscription starts the day of the Kick Off meeting. Credit cards accepted (3% handling fee)	

**Terms:**

1. Revize v4.3 Features List describes the functional capabilities of Revize v4.3. [www.revize.com](http://www.revize.com)
2. CLIENT Options:
  - CLIENT can purchase additional webSpaces, Training days and Consulting Services days at any time at the then current price.
3. Payments:
  - All Invoices are Due Upon Receipt. Work begins upon receiving initial payment.
4. All pre-approved, out-of-pocket expenses (e.g., travel and lodging) are the CLIENT's responsibility.
5. Both parties must agree in writing to any changes or additions to this Sales Agreement.
6. This Sales Agreement is subject to the laws of the State of Michigan.
7. Pricing expires in 30 days.

**AGREED TO BY:**

Signature of Authorized Person: \_\_\_\_\_

Name of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT**

**REVIZE**

*Joseph J. Nagrant*

*Joseph J. Nagrant*

*Sales Director*

*9-19-11*

## Following is the list of included Revize CMS Modules:

- ✓ **News and Events:** Allows content editors to create online news and events with an archive page for all the news articles. Every news article will have a link to a news detail page. Each section in the site can have their own news and events or the entire site can have global news items
- ✓ **Facebook and Twitter integration with News Center**
- ✓ **FAQ:** Posts Frequently Asked Questions in the site and displays the clicked Answer at the top of the page
- ✓ **Document Management Center:** Ability to create and archive various document categories. Enhanced searchable capabilities
- ✓ **Survey Form:** Allows a non-technical editor to build any kind of survey form and output information in an email or excel spreadsheet
- ✓ **History:** Archives all the changes to a web page and at any time a previous version can be restored
- ✓ **Quick Links:** Links to most frequently accessed pages in the web site
- ✓ **Link Checker:** When a new link is created, the Revize system checks if the link is valid or not
- ✓ **Automated activation/expiration of content:** A page or block of content can be marked with a date/time on when to publish and when to be removed from public viewing and the system will handle it automatically
- ✓ **Events Calendar:** Ability to create multiple web calendars in an easy to use interface to post events in any calendar
- ✓ **Photo Gallery:** Gives an editor the ability to add or remove pictures to a photo slide show
- ✓ **Site Search:** Provides a custom search engine to perform a site search or integrates Google site search
- ✓ **Audit Trail:** Provides report on the content change activities of any webpage within the system.
- ✓ **Dynamic Breadcrumbs:** Shows the navigation trail of the current page.
- ✓ **Automated Workflow Approval System:** Web page content change can be routed to different approvers in different departments before it publishes to the live web server
- ✓ **Staff Directory:** Build a staff directory page with an option to link to a staff member's details page
- ✓ **Email Notify:** Site Visitors can subscribe to any page of their interest to get notified any time there is a published update to that page content. The e-mail notification can be added to or omitted from any section of the site.
- ✓ **Web Statistics:** Integrates Google Analytics software to monitor web visits, page hits etc.
- ✓ **Facebook and Twitter Integration:** Provides modules to integrate any web page with Facebook and Twitter social media applications.
- ✓ **Flash and Slide shows:** Allows an editor to have flash in any web page along with flash pictures that can be easily added or removed
- ✓ **Scrolling News & Events:** Allows content editors to create featured news and events with a link to view all the news articles. The featured news articles will automatically rotate with buttons below to move from one story to another.
- ✓ **Job Posting:** Create and post a Job application form and collect the resumes through email or through FTP

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

Anti-Terrorism Warranty. Pursuant to A.R.S. §35-397 Revize Software Systems 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.

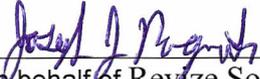
Legal Arizona Workers Act Compliance. Revize Software Systems hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Revize Software Systems employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together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

Client shall have the right at any time to inspect the books and records of Revize Software Systems and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Revize Software Systems 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 Revize Software Systems 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, Revize Software Systems 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 Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Revize Software Systems shall advise each subcontractor of Client'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 Client 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 Revize Software Systems.

 Date 9-19-11  
On behalf of Revize Software Systems :

\_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Chief Deputy County Attorney

## Gila County – Estimated Website Quote

**Date: September 1, 2011**

This document will show an estimated, tentative breakdown of all tasks associated with the creation of the Website Launch for Gila County.

The tasks listed below are subject to change based on requirements and specifications defined by Gila County.

- Support
- Design
- Development
- Hosting
- Project Management

Total Estimated Hours for Project: 625

Hourly Rate: \$120

Total Estimated Cost: \$75,000

**PROJECT PROPOSAL**

# Website Design and Development

## Gila County Government

### **Agency Representatives**

---

**GREGG SHAPIRO**

chief creative officer, tempest interactive media  
gregg@tempest.im  
(800) 274-8774

**NOTICE OF CONFIDENTIAL INFORMATION**

“Confidential Information” shall mean all information disclosed under this agreement, including, without limitation:

1. Any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, information relating to product plans, business plans, marketing & advertising strategies, finance, general operations and methodologies, customer relationships, vendor relationships, customer profiles, sales estimates, customers and clients of any of the foregoing;
2. All confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, know-how, trade secrets, whether or not patentable or copyrightable.

© Copyright 2011 Tempest Interactive Media—all rights reserved. If there are any concerns, questions, or issues regarding Confidential Information, please contact Tempest directly.

## Storm Watch Expertise

*The Tempest Interactive Media team brings more than a decade of award winning experience in the areas of interactive marketing, including website design, search engine optimization, paid search management, content development, email marketing, and social media strategy.*

*“The new site will provide visitors to [www.gilacountyaz.gov](http://www.gilacountyaz.gov) with a seamless online experience that facilitates simple access to important staff and business directories, Gila County events and news, permits, and important legislative and judicial information.”*

## PROJECT OVERVIEW

### Goals and Objectives

Our goal is to create Gila County Government an updated, easy to use, interactive website that utilizes modern elements of design and the latest technology to offer administrators, county officials and the general public a comprehensive resource for information about the roles and services provided by the Gila County Government.

The new site will provide visitors to [www.gilacountyaz.gov](http://www.gilacountyaz.gov) with a seamless online experience that facilitates simple access to important staff and business directories, Gila County events and news, permits, and important legislative and judicial information.

In order to achieve this, Tempest will:

1. Develop a new site architecture and navigation structure with a detailed site map.
2. Create a fresh, visually engaging web presence for the Gila County Government.
3. Deliver a CMS (content management system) that allows for easy client management of web content and public records databases.
4. Provide a website and integrated CMS solution that offers visitors to the Gila County Government site with an intuitive, engaging, and enjoyable online experience.

**Technology:** Tempest Interactive Media recommends the Expression Engine Content Management Platform (EE) to transform the site into a full scale online publishing platform. EE technology provides the ability to easily update online content including pages, photos, videos, blogs and collaborate and implement new ideas with the Tempest Interactive Media design team. The result will be an engaging online experience that will promote the services provided by Gila County Government, and provide an easy to use online publishing platform for the Gila County Government staff to administer.

## **Tempest Leadership**

# **Chief Creative Officer**

*As Chief Creative Officer at Tempest Interactive Media, it is Gregg's job to bring a client's vision alive in a vivid, dynamic, digital format. Gregg is committed to delivering award winning web-based creative services that are on brand, cutting edge and seamlessly integrated within the established market position of the client. Gregg works closely with Tempest clients taking on a number of roles ranging from creative direction to interactive consulting and project strategy.*

*Having spent the previous 15 years alongside some of the best creative talent in the design and interactive marketing industry, Gregg's brand experience includes business giants Universal, Time Warner, Artisan Entertainment, MTV Networks, VHI, Viacom, and CBS Television. His portfolio spans both traditional design and interactive, and includes a diverse base of clients and work.*

*Whether it is creating web sites and interactive campaigns for major universities such as Florida State College and Florida Coastal Law School, heading interactive client acquisition and web site development for a-list NFL sports agency Schwartz and Feinsod, or creating award winning interactive designs and campaigns for notable destination marketing organizations (DMO's) such as Jacksonville, Santa Barbara, Fort Lauderdale, and The Pocono Mountains, Gregg continues to produce outstanding work and provide great value to the growing client base at Tempest Interactive Media.*

## **THE CORE BRAND AND REQUIREMENTS**

# **The Creative Process**

The new design will provide site visitors with an easy-to-navigate, visually engaging online experience that facilitates the transfer of important information and relative content as well as enhances the Gila County Government brand in the online space.

Tempest Interactive Media will develop a comprehensive strategy that guides the design of each site from beginning to end. The following process is followed on all site builds.

### **CREATIVE STRATEGY**

Before we can start the creative process, we must define all of your goals for the new web build. The process begins with extensive brand research, a thorough client creative brief with those closest to the Gila County Government brand, a complete review of all creative materials and resources, a competitive set analysis, and ends with the formation of our "interactive account plan"—essentially a report that documents our measurable goals and how we propose to achieve them from a visual and behavioral POV.

From this we can determine what will make your site a measurable success. This type of engagement will give the Tempest team the ability to make sound decisions for critical elements of the project such as what elements go on the site, where they go, and why they are there. It is important to note that the choice of interface technology, design elements, UI behavior and overall site architecture say as much about the Gila County Government market position and brand as the actual look and feel of the site do. A strategy that incorporates these elements in the early phases of the project is a critical part of the web build that must exist in order to achieve the project goals.

Tempest Interactive Media will include an extensive creative discovery at the start of the project. This will not only give the agency an opportunity experience the brand, but it also provides both Gila County Government and Tempest dedicated time to focus and work together to gain a better understanding of roles, personalities and expectations within both organizations. During that time we can also brainstorm creative ideas together for the site such as seasonal themes, new trends in interactive and a long term creative strategy that will provide the maximum benefit to the organization over the life cycle of the new website.

### **Tempest Interactive Media**

2509 N. Campbell #23 Tucson, AZ 85719  
Office: **800-274-8774** Cell: **520-906-8963** Fax: **800-274-8775**



## Tempest Leadership

# Chief Strategy Officer

*Alex Heimann brings over a decade of interactive experience to Tempest Interactive Media.*

*Alex delivers leadership, strategy and innovative ideas to Tempest clients, while driving the development and delivery of service and technology offerings to create comprehensive digital marketing programs for the company's client base.*

*A true leader in the digital marketing landscape, Alex has created award winning strategy in the areas of paid search, social media, email marketing and organic search engine optimization (SEO). Industry experience includes financial, education, destination marketing and tourism, professional athletics, arts and entertainment and software technology.*

## INFORMATION ARCHITECTURE

Using the provided site content outline as a starting point, we will work with your team to recommend an updated Information Architecture that allows intuitive navigation for your visitors and lays a solid foundation for your website design. Our process consists of analyzing three important factors to develop the blueprint for your web site:

**Audience:** Who is going to visit your site? The age of your visitors, their level of technical proficiency, and region of the US or world they inhabit all dictate how your site is structured and designed.

**Content:** How many different subject areas will your site cover? The number of information areas and how much content you have for each specific area heavily influences the structure and layout of your site.

**Navigation Structure:** How will your audience find the content on your site once they have reached the home page? Based on your audience and content, we will design your navigation structure to maximize usability for your site visitors.

## DESIGN AND USER EXPERIENCE

Using our interactive account plan and information architecture requirements as a starting point, we will create the visual direction for the new site. This culminates with a set of design “comps” that include a variety of designs tailored to the specific needs of the client based on the information architecture and content needs of the client. All comps are designed and built consistent with the client’s positioning, identity, and future marketing goals, and serve to leverage the content of the current marketing initiatives. The creative process continues with x2 (times 2) revisions, and ultimately leads to a highly refined finished concept.

## DESIGN DEPLOYMENT OR CSS/XHTML EXECUTION OF SITE DESIGNS

In order to complete the redesign process, we must take the approved designs and design elements and “cut-up” or convert them into CSS/HTML templates for site implementation. This is also the stage that much of the interface technology is chosen and implemented. Interface feedback mechanisms such as tooltips, light-box effects, or tabbed content are a few examples of interface technology. The Tempest team will make recommendations for the Gila County Government project based on our market research and predicted user group behaviors, as well as from input from key members of the Gila County Government team.

## **Marketing and Consulting Experience**

*We are a dynamic group of world class marketers, software and design professionals who provide innovative solutions. Our range of experiences, individually and collectively, rival any of the most proven agencies that exist today.*

## **Core Competency Interactive Design**

*Tempest creates compelling custom design which leverages digital media to communicate branding and connect visitors with an engaging experience on the web.*

## **Static and Dynamic Site Content Management**

Implement the Expression Engine Content Management Platform (EE) to power the new website and provide enhanced content management capabilities.

EE features include enhanced database technology, SEO friendly page construction, easy to use text and copy editing, advanced content generation, ADA compliancy, automated workflow approval system, audit trail, breadcrumb navigation, and the ability to manage interactive applications (jQuery/javascript).

Administrators can create, modify, and delete site pages using EE. EE is permission based, and gives the super admin user the ability to control all site content, contributors, and publishing rights.

The site will also integrate specific content modules with the CMS for dynamic content creation, providing the site administrator with a very robust library of options for unique content page creation. Below are some of the specific modules to be included in the web build based on our initial site analysis and discovery phone call:

## **Best Practices/Core Site Utilities**

### **CMS POWERED STRUCTURED PAGE CONTENT**

Structured page content updates will be implemented site-wide. This will give administrators the ability to insert, update and delete page content at will.

### **PRINT THIS PAGE**

Allows visitors the option to view a print friendly version of every content page for printing.

### **RSS FEED**

Allows visitors the option to subscribe to an RSS feed of any news or event content.

### **ADVANCED SITE SEARCH**

The site will feature advanced search capabilities so visitors can quickly find the specific content they need.

### **XML/HTML SITE-MAP**

### **Tempest Interactive Media**

2509 N. Campbell #23 Tucson, AZ 85719

Office: 800-274-8774 Cell: 520-906-8963 Fax: 800-274-8775



## **Storm Watch**

# **Big Time Brands**

*From creating award winning campaigns and sites for destination marketing organizations (Visit Jacksonville), to e-commerce giants (zappos.com), to the world's most prominent heavyweight boxing promoter (Top Rank Inc.), the team at Tempest Interactive Media has a broad range of big brand experience.*

*With several decades of combined experience in the digital marketing realm, Tempest Interactive Media delivers an immediate impact on your brand and transforms your online presence into a strategic technology platform poised for success and accolades.*

The site will feature a fully dynamic HTML site-map and XML site-map for search engine optimization.

### **SITE BUMPERS**

A dynamic site bumper widget will be incorporated into the site design. Site bumpers give the site administrator the ability to feature images and text for site content highlights. Bumpers can also be used to drive site visitors to multiple areas of the site, promoting staff, news stories, events and more.

### **PHOTO GALLERY**

The site will feature a photo gallery which will allow site administrators to easily add and remove photos. The photo gallery will be built using Javascript technology and will not require the Flash plugin allowing the gallery to be displayed across mobile browsers.

### **SITE TRANSITION ACTIVITIES**

Tempest will conduct complete 301 URL redirects to ensure that URLs on the existing site send visitors to the appropriate page on the new website.

## **Enhanced Site Utilities**

### **STAFF DIRECTORY**

The site will feature a staff directory where visitors can easily locate staff members and link to a details page with expanded information about each staff member. Site administrators will easily be able to add new staff and updated information about existing staff.

### **EMAIL NOTIFY**

Visitors to the site will have the ability to subscribe to any page they are interested in. They will be notified any time there is an update to that page content. The email notify option will be an option to any page on the site.

### **BUSINESS DIRECTORY**

A directory of businesses in Gila County will be featured on the new site. The directory module will be designed to feature information and photos of each member business, and features a "details" page to accompany the abbreviated version.

### **GOOGLE ANALYTICS CONFIGURATION AND IMPLEMENTATION**

Tempest will configure and implement Google Analytics across all site pages. Custom Goals, Filters and Event Tracking will be set up based on reporting needs of Gila County.

### **GOOGLE TRANSLATE**

Tempest will configure and implement Google Translate to give visitors the ability to translate on page text into over 30 languages.

### **EMAIL THIS PAGE**

Visitors will easily be able to shares urls with a friend through an easy to

## **Core Competency** **Technology**

*Tempest implements state of the art programming execution and an adaptive content management system (CMS) to develop and build custom web applications and programs.*

*“A directory of businesses in Gila County will be featured on the new site. The directory module will be designed to feature information and photos of each member business, and features a ‘details’ page to accompany the abbreviated version.”*

user interface on each page.

### **FACILITIES RESERVATION SYSTEM INTEGRATION**

Tempest will integrate the site with a third party facilities integration system.

### **ONLINE BILL PAY INTEGRATION**

Tempest will integrate the site with a third party online bill pay integration system.

### **E-MAIL NEWSLETTER APPLICATION**

Site administrators will be able to update and create monthly or weekly email-newsletters of opt-in subscribers. Reporting will be available to track success of campaigns.

### **SOCIAL MEDIA INTEGRATION**

The site will feature Facebook and twitter integrations across page content.

### **SURVEY MODULE**

The survey module will allow site administrators to create surveys and display them on pages throughout the site.

### **GOOGLE MAPS INTEGRATION**

A custom Google Maps Integration will be implemented to allow visitors to add points of interest to the map from different sections of the site. The points of interest will be plotted on the map, and can be removed and added throughout the website.

### **DOCUMENT MANAGEMENT CENTER**

The site will feature a document management center which will allow site administrators the ability to upload and store photos, PDF documents, and other media. The documents will be easily searched and site administrators can update and delete documents as well.

### **FAQ MODULE**

The site will feature a FAQ section which will allow visitors to search answers to frequently asked questions.

### **CALENDAR OF EVENTS**

Events can be input and managed using the Calendar of Events module. Site administrators can upload relevant event information to the site, including dates, event details, photos etc. The events will be displayed through a rotating slideshow widget that can be placed on pages throughout the site.

## **Storm Watch**

### **Big Time Brands**

*From creating award winning campaigns and sites for destination marketing organizations (Visit Jacksonville), to e-commerce giants (zappos.com), to the world's most prominent heavyweight boxing promoter (Top Rank Inc.), the team at Tempest Interactive Media has a broad range of big brand experience.*

*With several decades of combined experience in the digital marketing realm, Tempest Interactive Media delivers an immediate impact on your brand and transforms your online presence into a strategic technology platform poised for success and accolades.*

## **BLOG**

A full featured blog will be integrated with Expression Engine allowing site administrators single sign on capabilities to access the site and blog with unique user accounts. The blog will also feature links with social media sites to distribute blog content in a variety of forums.

## **JOB BOARD**

A full featured job board will allow site administrators to add/updated/delete job descriptions and allow site visitors to register and complete applications to the jobs.

## **CITIZEN REQUEST TRACKER**

The citizen request tracker will allow visitors to the site to fill out a web form to request specific services. Site administrators will be able to update the status of these requests and visitors can register and sign in to view the status.

## **EMERGENCY ALERT NOTIFICATION MODULE**

Site administrators will be able to post emergency alert notifications which will be shown to visitors of the site on specified pages. Emergency alerts can be configured by site administrators to show during a specified time period, or to show at a future date.

#### **Tempest Interactive Media**

2509 N. Campbell #23 Tucson, AZ 85719

Office: **800-274-8774** Cell: **520-906-8963** Fax: **800-274-8775**



**TIMELINES**

## The Projected Timeline (Estimated)

Production milestones serve as important deadlines where the Agency will present completed work for review and approval.

NOTE: These are only time estimates. All timelines are dependent on client participation, which is why they are presented as a range. A firm timeline will be set upon project kickoff after client expectations and roles have been clearly established.

TASK	TIMELINE
* CREATIVE DISCOVERY, STRATEGY AND INTERACTIVE ACCOUNT PLAN	2-4 WEEKS
WEBSITE ARCHITECTURE, SITE MAP, NAVIGATION	2-4 WEEKS
* CREATIVE, DESIGN AND / CSS HTML CUT UP	4-6 WEEKS (INCLUDES REVISION PROCESS)
WEBSITE DEVELOPMENT -	6-8 WEEKS
* TOTAL PRODUCTION TIME	12-16 WEEKS (3-4 MONTHS)

\*BILLABLE UPON COMPLETION OF MILESTONE

**BUDGET**

## Cost Breakdown

Reference the table below for a breakdown of costs associated with the project.

LINE ITEM	COST
CREATIVE STRATEGY, INFORMATION ARCHITECTURE, DESIGN AND USER EXPERIENCE, DESIGN "CUT-UP" OR CSS/HTML EXECUTION OF SITE DESIGNS	\$15,000.00
IMPLEMENT CONTENT MANAGEMENT SYSTEM (CMS) TO POWER THE NEW WEBSITE AND PROVIDE ENHANCED CONTENT MANAGEMENT CAPABILITIES. INCLUDES DESIGN FOR ALL INDIVIDUAL MODULES PROPOSED AND ALL LICENSING FEES FOR EXPRESSION ENGINE	\$4,000.00
<b>BEST PRACTICES SITE UTILITIES (INCLUDE ALL OF THE FOLLOWING)</b>	\$3,500.00
CUSTOM DATA MODEL/CMS IMPLEMENTATION FOR WEBSITE BASED ON BUILD REQUIREMENTS	
CMS POWERED STRUCTURED PAGE CONTENT	
PRINT THIS PAGE	
RSS FEED CAPABILITY	
ADVANCED SITE SEARCH	
SITE BUMPERS (CUSTOM WIDGETS FOR CROSS PROMOTIONAL ELEMENTS SUCH AS BANNERS, ETC.)	
PHOTO GALLERY	
SITE TRANSITION ACTIVITIES	

LINE ITEM	COST
<b>ENHANCED SITE UTILITIES</b>	
STAFF DIRECTORY	\$1,000.00
EMAIL NOTIFY	\$750.00
BUSINESS DIRECTORY	\$2,500.00
GOOGLE ANALYTICS CONFIGURATION AND IMPLEMENTATION	\$500.00
GOOGLE TRANSLATE	\$500.00
EMAIL THIS PAGE	\$500.00
FACILITIES RESERVATION SYSTEM	\$750.00
ONLINE BILL PAY INTEGRATION	\$750.00
EMAIL NEWSLETTER APPLICATION	\$1,500.00
SOCIAL MEDIA INTEGRATION	\$1,200.00
SURVEY MODULE	\$1,500.00
GOOGLE MAPS INTEGRATION	\$1,500.00

LINE ITEM	COST
DOCUMENT MANAGEMENT CENTER	\$1,500.00
FAQ MODULE	\$1,000.00
CALENDAR OF EVENTS	\$2,000.00
BLOGS	\$1,500.00
JOB BOARD	\$2,500.00
CITIZEN REQUEST TRACKER	\$2,000.00
EMERGENCY ALERT NOTIFICATION MODULE	\$1,000.00
<b>TOTAL COST (ESTIMATED)</b>	<b>\$46,950.00</b>

**MOVING FORWARD**

## Let's Get Started!

This document was created based on a request for work. Its purpose is to advise you of billable requirements before production begins and to serve as an agreement between both Client and Agency.

Please review the contents of this proposal thoroughly.

In order for Tempest Interactive Media to proceed with the execution of this project, we will need your signature accepting the stated project requirements, timeline, and budget.

The production deposit to begin work is **\$15,650** (reflective of 33% of the total budget). The remaining balance of **\$31,300** will be paid in (2) installments of **15,650** based on the designated project milestones.

Ongoing services will be billed separately based on the estimates included in this proposal.

Please sign in the appropriate location below, and return the signed proposal to us.

**Tempest Interactive Media**  
**c/o Gregg Shapiro, Chief Creative Officer**  
**2509 N. Campbell #23**  
**Tucson, AZ 85719**

\_\_\_\_\_  
:Printed Name

\_\_\_\_\_  
:Title / Position

\_\_\_\_\_  
:Signature

\_\_\_\_\_  
:Date

**Any additional requests beyond the scope of this proposal: \$125. An Hour**

From time-to-time additional requests may be made of the Agency to produce work related to the project, but not covered under the scope defined here. In these cases, the Agency will bill an hourly rate to complete the request. Agency will always advise the Client of any hourly work and an associated estimate of time prior to engaging in the work.

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

**Submitted For:** Malissa Buzan

**Submitted By:** Cecilia Bejarano, Community Services Division

**Department:** Community Services Division **Division:** Comm. Action Program/Housing Servs.

**Fiscal Year:** 7/1/2011 - 6/30/2012 **Budgeted?:** Yes

**Contract Dates** Upon signature by both parties **Grant?:** Yes  
**Begin & End:** through 6/30/2012

**Matching** No **Fund?:** New  
**Requirement?:**

**Presenter's Name:**

Information

Request/Subject

Weatherization Low-Income Assistance Agreement OEP Contract No. EW-ESA-12-2182-02

Background Information

For the past 10 years, the Gila County Division of Community Services, Weatherization Program has applied for and received low-income weatherization dollars to serve the low-income population of Gila County. The Weatherization Program is the designated agency that provides weatherization services through the State of Arizona, Governor's Office of Energy Policy.

The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. The recipients of this program also benefit by using less utilities, therefore saving money on their utility bills.

This contract will allow the Weatherization Program to continue these services.

Evaluation

Funding from this contract will allow weatherization services to continue to be provided to eligible citizens residing in Gila County that meet program income eligibility. Besides providing services to County residents, funding from this contract will also help many local contractors that are struggling to keep their business in operation and keeping staff employed during these uncertain economic times. All contractors utilized to provide services are required to become Building Pressure Institute certified.

Conclusion

By approving this Agreement, the Gila County Weatherization Program will receive funding to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Community Action Program, Housing Services Manager recommends that the Board of Supervisors approve this agreement.

Suggested Motion

Approval of a Weatherization Low-Income Assistance Agreement (OEP Contract No. EW-ESA-12-2182-02) between the State of Arizona, Governor's Office of Energy Policy and Gila County (Division of Community Services, Weatherization Program) to receive funding in the amount of \$26,195 to continue to provide weatherization services to eligible citizens residing in Gila County, effective upon signature by both parties and continue through June 30, 2012.

Attachments

Weatherization Low-Income EW-ESA-12-2182-02

**WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT**

**BETWEEN**

**STATE OF ARIZONA  
GOVERNOR'S OFFICE OF ENERGY POLICY**

**and**

**GILA COUNTY**

**THIS Weatherization Low-Income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the State of Arizona, Governor's Office of Energy Policy ("OEP"), located at 1700 West Washington, Suite 220, Phoenix, Arizona 85007, and Gila County, Office of Community Services ("Contractor"), located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.**

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

WHEREAS, A.R.S. §11-201 authorizes the Gila County Government to execute and administer contracts.

**WHEREAS**, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the U.S. Department of Energy ("DOE") Low-Income Weatherization Assistance Program authorized under Title IV of the Energy Conservation and Production Act, as amended, which directs the Department of Energy to administer the Weatherization Assistance Program (42 U.S.C. 6861-6873).

In consideration of the representations and obligations hereunder the OEP and Contractor agree as follows:

**I. PURPOSE OF THE AGREEMENT**

Contractor shall implement weatherization services under the terms of this AGREEMENT. The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

**II. TERM OF CONTRACT**

This AGREEMENT shall become effective upon signature by both parties and continue through June 30, 2012, unless terminated, cancelled or extended as otherwise provided herein. Pre-award cost expenses are allowable beginning July 1, 2011 if the pre-award expenses are submitted with the Contractor's first monthly reimbursement request pursuant to the requirements listed in Section V, subsection C.

**III. CONTRACT TYPE**

Cost Reimbursement Sub-Grant.

**N. CONTRACT BUDGET**

- A. The total DOE budget for this AGREEMENT shall not exceed **\$26,195.00**.
- B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

**V. SCOPE OF WORK**

**A. GENERAL REQUIREMENTS**

Contractor shall implement weatherization services under the terms of this AGREEMENT in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Contractor's service delivery area.

**B. SPECIFIC REQUIREMENTS**

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

**C. METHOD OF PAYMENT**

1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.
2. All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.
3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting DOE funds during the term of the AGREEMENT.
4. The Contractor shall submit to the OEP no later than the twelfth (12<sup>th</sup>) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.
5. Reimbursement
  - a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the

Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

- *Completed/Submitted Jobs listing attached* (Attach list)
- *Completed/Submitted Jobs listing sent via email to [ebillings@az.gov](mailto:ebillings@az.gov)* (Send list by email to Evelyn Billings)
- *No Completed/Submitted jobs this month* (No list is required)

b. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, the OEP will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

D. **REPORTS**

1. **Weatherization Program Database Website**

a) For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.

b) No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.

2. **List of Client Jobs**

a) A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to [ebillings@az.gov](mailto:ebillings@az.gov) or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:

- *Completed/Submitted Job listing attached*
- *Completed/Submitted Job listing sent via email to [ebillings@az.gov](mailto:ebillings@az.gov)*

b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:

- *No Completed/Submitted jobs this month*

3. **Financial Report Form**

a) The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.

4. **Monthly Detailed Expense Financial Reports**

a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

5. Report Submittal Requirements

- a) The Payment Request Form and Financial Report Form shall be mailed to the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.
- b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.
- c) Final reports shall be submitted no later than July 26, 2012.

E. SUBMITTAL ADDRESS

All Payment Request Forms and Report Forms must be directed to:

**Governor's Office of Energy Policy  
1700 W. Washington, Suite 220  
Phoenix, Arizona 85007**

F. SERVICE TERRITORY

Gila County, excluding tribal organizations.

G. UNDUPLICATED UNIT GOAL

Unduplicated unit goal: 2

VI. REGULATION REQUIREMENTS

- A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt. 440, and the OEP, in conjunction with the Arizona Department of Economic Security.
- B. The average cost per dwelling unit for labor, materials and program support expenditures shall not exceed \$6,572.00 using DOE program funds.
- C. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.
- D. Total expenditures on Health and Safety and Durability measures are subject to budget limitations.

VI. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

A. Eligible Population and Certification of Eligibility

Contractor is responsible to follow the current Arizona Department of Economic Security ("DES") LIHEAP Policy Manual requirements as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

B. Income Eligibility

- 1. Income level is determined by DES for LIHEAP qualification in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI), are automatically eligible for Weatherization assistance.

C. Priority

Priority shall be given to identifying and providing weatherization assistance to the following households:

1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

**VII. PROHIBITION AGAINST WEATHERIZATION SERVICES**

Dwelling Units

1. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this AGREEMENT.
2. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this AGREEMENT.

**IX. PRIOR WRITTEN APPROVAL REQUIREMENTS**

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over \$4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

**X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS**

Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this AGREEMENT.

**XI. HISTORIC PRESERVATION:**

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the OEP and the State Historic Preservation Officer ("SHPO") have developed a Statewide Programmatic Agreement ("PA"). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at: <http://www.azenergy.gov/HistoricPreservation.aspx>. Additional information is also available at the U.S. Department of Energy website: [http://www1.eere.energy.gov/wip/historic\\_preservation.html](http://www1.eere.energy.gov/wip/historic_preservation.html).

**XII. INVENTORY**

The Contractor shall maintain a current list of all non-expendable inventory equipment, with an individual cost of \$500 and over, which has a useful life of more than a year, and is available for use in Weatherization. This list shall include:

1. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data - date and method of disposal

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

**XIII. PROPERTY**

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

The Contractor shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through an AGREEMENT with the OEP. Equipment and vehicles no longer required for program operation shall be reported to the OEP prior to disposition. When the AGREEMENT is terminated, the disposition of all inventory acquired with AGREEMENT funds shall be determined as follows:

- A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.
- B. The OEP may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the OEP.

C. The OEP may take possession of the inventory.

**XIV. CLIENT FILE REQUIREMENTS**

A. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this AGREEMENT. The client file shall be retained by the Contractor for a minimum of five years and be available for inspection by representatives of the OEP with reasonable advance notification.

B. Program Application Form

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

C. Fuel Information Release Form

A fuel information release form signed by the applicant to allow the Contractor or the OEP to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release does not affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

D. Rental Properties

Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

**SPECIAL TERMS AND CONDITIONS**

**XV. DUNS/CCR**

The Contractor is required to provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number for the fiscal agent; and proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the AGREEMENT. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.bpn.gov/ccr/default.aspx>.

**XVI. FFATA REPORTING REQUIREMENTS**

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252),

the Contractor is required to provide information, as applicable, in Exhibit C, incorporated by reference and attached. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov)

**XVII. SINGLE AUDIT:**

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

If your organization does not have a recently completed audit, submit the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents to the OEP.

**XVIII. MONITORING REQUIREMENTS:**

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

**XIX. AUDIT TRAILS:**

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

**XX. FUND MANAGEMENT:**

The Contractor must maintain funds received under this AGREEMENT in separate ledger accounts and cannot mix these funds with other sources. Contractor must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Contractor must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** – it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The OEP reserves the right to review all business systems policies.

**XXI. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

**XXII. INDEMNIFICATION:**

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

In addition, the Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**XXIII. INSURANCE REQUIREMENTS**

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

The insurance requirements herein are minimum requirements for this AGREEMENT and in no way limit the indemnity covenants contained in this AGREEMENT. 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 AGREEMENT 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. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

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

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

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

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

**2. Business Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- 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”.***
- 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**

Worker's Compensation	Statutory
Employer's 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 AGREEMENT is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this AGREEMENT; 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 AGREEMENT 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 AGREEMENT.

**B. ADDITIONAL INSURANCE REQUIREMENTS**

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

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

**C. NOTICE OF CANCELLATION**

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. Such notice shall be sent

directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator, 1700 West Washington, Suite 220, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE**

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 220, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

**F. SUBCONTRACTORS**

Contractor's 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 AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

**H. EXCEPTIONS**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If

the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**XXIV. POLLUTION OCCURRENCE INSURANCE**

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

**XXV. AMENDMENTS OR MODIFICATIONS**

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, 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 OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. The following changes may be made within the six categories listed in Exhibit A - Budget:

1. Without limit, Administration Costs, Training and Technical Assistance, Financial Audit, Health and Safety, and Liability Insurance funds may be moved to Program Operations as long the Budget Total is not exceeded;
2. Up to 5% of Program Operations funds may be moved to either Financial Audit and/or Liability Insurance to cover the actual costs for a financial audit and/or liability insurance. Any of the aforementioned changes shall be made in consultation with and approved in writing by the Energy Office Weatherization Program Manager. These changes shall not require a formal contract amendment.

**XXVI. SUBCONTRACTORS**

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor

hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

**XXVII. LOBBYING**

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

**XXVIII. APPLICABLE LAW**

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

**XXIX. LICENSES**

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

**XXX. NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event 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, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

**XXXI. ARBITRATION**

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

**XXXII. INVALIDITY OF PART OF THIS AGREEMENT**

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

**XXXIII. CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any AGREEMENT, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any

capacity or a consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

**XXXIV. AUDIT OF RECORDS**

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XXXV. SUSPENSION OR DEBARMENT CERTIFICATION:**

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

**XXXVI. TERMINATION:**

The OEP reserves the right to terminate the AGREEMENT at any time, 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 pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT 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 termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**XXXVII. 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. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XXXVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The Contractor assigns to the OEP any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this AGREEMENT.

**XXXIX. PROGRAM REVIEW AND SITE VISITS**

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

**XL. RIGHTS IN DATA**

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

**XLI. HEALTH & SAFETY**

The nature of the work to be performed under this AGREEMENT is inherently hazardous. In performance of work under this AGREEMENT, the Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

**XLII. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES**

The Contractor or Subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29 U.S.C. 651-678).

**XLIII. ENTIRE AGREEMENT**

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

**XLIV. 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 AGREEMENT. This provision applies to work performed by subcontractors at all tiers. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT. Contractor shall declare all anticipated offshore services to the OEP.

**XLV. 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 AGREEMENT. The State shall retain the right to perform random audits of the 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 AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XLVI. E-VERIFY REQUIREMENT**

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. 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 AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD>

**XLVII. 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. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XLVIII. ATTORNEY FEES**

In any litigation arising out of this Agreement, each party shall bear all of its own attorneys' fees in the case.

**XLIX. NOTICES**

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

**If to CONTRACTOR:**

Gila County  
Office of Community Services  
5515 South Apache Avenue, Suite 200  
Globe, AZ 85501

**Contractual/Financial Contact**

Malissa Buzan  
Housing Services Manager  
PHONE 928-402-8693  
FAX 928-425-9468  
EMAIL [mbuzan@co.gila.az.us](mailto:mbuzan@co.gila.az.us)

**Program/Technical Contact**

Malissa Buzan  
Housing Services Manager  
PHONE 928-402-8693  
FAX 928-425-9468  
EMAIL [mbuzan@co.gila.az.us](mailto:mbuzan@co.gila.az.us)

**If to the OEP:**

The Governor's Office of Energy Policy  
1700 W. Washington, Suite 220  
Phoenix, AZ 85007

**Contractual/Financial Contact**

Evelyn Billings  
Grants Administrator  
PHONE 602-771-1141  
FAX 602-771-1203  
EMAIL [ebillings@az.gov](mailto:ebillings@az.gov)

**Program/Technical Contact**

OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA  
GOVERNOR'S OFFICE OF ENERGY POLICY

By Leisa B. Brug  
Leisa B. Brug  
Director  
Or Authorized Signatory

Date: 9/7/11

Travis Price  
Travis Price  
Compliance, Finance & Procurement Manager  
Office of the Governor

Date: 9/9/11

GILA COUNTY

\_\_\_\_\_  
Board of Supervisors  
Chairman  
Tommie C. Martin  
Printed name

Date: \_\_\_\_\_

Chief Deputy County Attorney

\_\_\_\_\_  
Signature  
Date  
Bryan B. Chambers  
Printed name

<b>Exhibit A - Budget</b>	
<b>GILA COUNTY</b>	
<b>DOE Weatherization Program Budget</b>	
<b>OEP Contract Number EW-ESA-12-2182-02</b>	<b>DOE PROPOSED BUDGET</b>
<b>Contract Term to 6-30-2012</b>	
<b>1. Administration Costs</b>	<b>\$2,620.00</b>
<b>2. Training and Technical Assistance (T&amp;TA)</b>	<b>\$5,967.00</b>
<b>3. Program Operations</b>	<b>\$14,086.00</b>
<b>4. Financial Audit</b>	<b>\$0.00</b>
<b>5. Health and Safety</b>	<b>\$3,522.00</b>
<b>6. Liability Insurance</b>	<b>\$0.00</b>
<b>Budget Total</b>	<b>\$26,195.00</b>

**EXHIBIT B**

**WEATHERIZATION**  
**PROGRAM REQUIREMENTS**

**JULY 1, 2009**  
**EDITION**

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### **INSTALLATION MEASURES**

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy(OEP).

### **ENERGY AUDIT PROCEDURE**

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather record and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

- A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.
- The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.
- The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.
- A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.
- A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

### **COST EFFECTIVENESS PROCEDURE**

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

- The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one.
- The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.
- The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.
- Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.
- Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

**CLIMATE ZONES**

Arizona Climate Zones used for the Cost Effective Priority Lists can be found at <http://www.azenergy.gov>

**FUEL SWITCHING**

The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 1**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 1 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Fossil Fuel Heating**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

### **Homes Electric Heating (Heat Pump or Electric Resistance)**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 2**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 2 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Refrigeration Cooling**

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgrade with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Homes with Evaporative Cooling**

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100 or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 3**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 3 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Home with Fossil Fuel Heating**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

### **Homes Electric Heating (Heat Pump or Electric Resistance)**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 4**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 4 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Refrigeration Cooling**

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Homes with Evaporative Cooling**

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Homes with Inoperable Forced Air Fossil Fuel Furnace**

- Upgraded to a 90+ AFUE furnace.

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 5**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 5 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Fossil Fuel Heating**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

### **Homes with Electric Heating (Heat Pump or Electric Resistance)**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 6**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 6 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Refrigeration Cooling**

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Homes with Evaporative Cooling**

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 1**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 1 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Priority list for Mobile Homes with Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$28 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Priority list for Mobile Homes with Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$32 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

### CLIMATE ZONE 2

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 2 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### Mobile Homes with Refrigeration Cooling

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Jalousie windows retrofit (installed cost of under \$9 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$8 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### Mobile Homes with Evaporative Cooling and Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Jalousie windows retrofit (installed cost of under \$6 per square foot).
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 3**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 3 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

#### **Mobile Homes with Refrigeration Cooling and Fossil Fuel Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$15 per square foot).
- Water heater wrap (where allowed).

#### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$20 per square foot).
- Water heater wrap (where allowed).

#### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$20 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

#### **Mobile Homes with Evaporative Cooling Only and Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$14 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 4**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 4 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Mobile Homes with Refrigeration Cooling and Heat Pump or Fossil Fuel Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Jalousie windows retrofit (installed cost of under \$9 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER Heat Pump.
- Jalousie windows retrofit (installed cost of under \$12 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$8 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Housing Type Three: Mobile Homes with Evaporative Cooling and Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$6 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 5**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 5 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

#### **Mobile Homes with Refrigeration Cooling and Fossil Fuel**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$16 per square foot).
- Water heater wrap (where allowed).

#### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$24 per square foot).
- Water heater wrap (where allowed).

#### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$24 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

#### **Mobile Homes with Evaporative Cooling and Fossil Fuel**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$15 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 6**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 6 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Mobile Homes with Refrigeration Cooling and Heat Pump or Fossil Fuel Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Jalousie windows retrofit (installed cost of under \$8 per square foot).
- Water heater wrap (where allowed).

### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER heat pump.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Jalousie windows retrofit (installed cost of under \$10 per square foot).
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Heat Pump or Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$4 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$6 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## GENERAL WASTE HEAT ITEMS

### ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

#### Domestic Hot Water

- Adjustment of the hot water temperature to 120 degrees if approved by the client.
- Replacement of existing showerhead, which exceeds a flow rate of 2.5 GPM, with a low-flow replacement showerhead if approved by the client.
- Faucet aerators

#### Space Heating and Cooling Systems

- Equipment maintenance and tune-up.
- Heating or Cooling System setback thermostat(s) for people with mobility problems or other extenuating circumstances, which make it difficult for them to manually adjust thermostat set points.

#### Existing Evaporative Coolers

- General evaporative cooler tune-ups.
- Replacement of a single speed evaporative cooler motor with a listed two-speed motor.

#### Base Load Items

- Replacement of incandescent light bulbs, which are on for at least one hour per day, with an ENERGY STAR qualified compact fluorescent bulbs that emit the same amount of light.
- Replacement of Refrigerators following the procedure established by the WAP program.

#### Door Replacement

- Door replacement can be completed on a limited basis.

## DURABILITY MEASURES

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

### PRESSURE DIAGNOSTIC PROCEDURE

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs. Pressure Diagnostic Decision Tree

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

#### Level One: Homes with Central Forced Air Heating or Cooling

- The **complete** pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

#### Level Two: Homes with No Central Forced Air Heating or Cooling

- The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.
- **Possible cost effective envelope sealing:** Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

- **Combustion appliance zone testing:** The Worst Case Pressure Test must be performed in all zones that contain a combustion appliance.

### **Testing Procedure**

When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE**. If a test is not performed, documentation must be provided in all cases stating the rationale for not following the testing procedure.

1. Initial air leakage and room pressure tests
2. Duct repair
3. Envelope air sealing
4. Room pressure balancing

#### **1. Initial Air Leakage and Room Pressure Tests:**

These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

- A. Perform a complete energy audit and combustion safety test of the house. **No pressure testing or air sealing can be done until the required combustion safety procedure is completed.**
- B. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of -3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of -3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed, no air sealing or duct repair can be completed.**
- C. Perform zonal pressures and record the results.
- D. Perform initial Whole House CFM50 Test and record the results.
- E. Perform Pressure Pan Test and record initial pressure difference.
- F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

#### **2. Duct Repair Procedure:**

- A. Duct repair can only be performed under the supervision of a trained technician.
- B. **In all cases, air sealing can only be performed in conjunction with pressure diagnostics.**
- C. The Health and Safety Policy must be followed at all times.
- D. Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).
- D. After initial duct repair is performed, evaluate if additional duct repair is possible.
- E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

#### **3. Envelope Air Sealing Procedure:**

- A. All duct repairs must be completed before envelope air sealing.
- B. Envelope air sealing can only be performed under the supervision of a trained technician.
- C. **In all cases, air sealing can only be performed in conjunction with pressure diagnostics.**
- D. The Health and Safety Policy must be followed at all times.
- E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.
- F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).
- G. Once air sealing is completed, perform final Whole House CFM50 Test and record results.

#### **4. Room Pressure Balancing:**

- A. All duct repair and air sealing must be completed before room pressure balancing.
- B. Room pressure balancing can only be performed under the supervision of a trained technician.
- C. **In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.**
- D. The Health and Safety Policy must be followed at all times.
- E. Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.
- F. Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.
- G. Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if addition pressure balancing is needed.
- H. Once pressure balancing is completed, repeat room pressure tests and record results.

#### **Economics**

The cost effectiveness of pressure diagnostic and repair is to be based on a comparison of the present value of the reduced air leakage and the cost (labor and materials) to achieve the reduction. The values in the following tables are designed to provide general guidance on the present value of air leakage control.

#### **Infiltration**

The following table gives the present value of reducing the infiltration rate by 100 CFM50 for a typical weatherized home.

Present value of 100 CFM50 reduction	Climate Zone 1	Climate Zone 2	Climate Zone 3	Climate Zone 4	Climate Zone 5	Climate Zone 6
	\$160	\$40	\$90	\$40	\$90	\$40

#### **Duct Leakage**

The following table gives the present value of reducing duct leakage by 100 CFM50 for a typical weatherized home.

Present Value of 100 CFM reduction	Climate Zone 1	Climate Zone 2	Climate Zone 3	Climate Zone 4	Climate Zone 5	Climate Zone 6
Heating	\$600	\$90	\$345	\$95	\$385	\$50
Cooling*	\$10	\$450	\$80	\$300	\$100	\$570

\*If a home has only evaporative cooling, only the heating values will be realized in duct repair.

#### **COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES**

The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

**Note: Gas/propane stoves cannot be replaced utilizing DOE funds.**

#### **Carbon Monoxide Tests**

Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.

For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

**Spillage and Draft Tests**

Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2' downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

**Acceptable Draft Test Ranges**

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	- 2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

**Acceptable Appliance Spillage Periods**

Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

**Gas Supply Safety**

The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

**Combustion Air**

Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.

The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area times height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

### **Heat Exchanger Safety Checks**

Tests for possible cracked heat exchanger must be performed on all systems possible.

### **HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY**

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

#### **Repair/Replacement**

Replacement of inoperable equipment is allowed under the following conditions.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.
- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Replacement of the equipment is also justified if there is a high probability that the repaired equipment will fail again in the near term.

#### **Sizing and Installing HVAC Equipment**

- Minimum HVAC efficiencies:
  - AC: 13 SEER
  - Heat Pump: 13 SEER and 7.7 HSPF
  - Combustion furnace: 80% AFUE.
- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
  - Refrigerant charge shall be installed per the manufacturer's specifications.
  - Indoor and outdoor units shall be "matched" according to the ARI Directory.

#### **Evaporative Cooler Installation**

It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is allowed.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

#### **Installation of Forced Air Distribution Systems**

- All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines.
- All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.
- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

#### **Repair of Existing Air Distribution Systems**

All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

#### **Duct Installation / Repair Techniques**

##### **A. Flex ducts**

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.

- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

#### B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

#### C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

#### D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.
- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.
- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.
- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

#### E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

#### F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

#### Duct Product Guidelines

- All new ductwork will be a minimum of R-8.
- Duct sealing materials shall have both excellent cohesive and adhesive qualities.

- Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.
- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

## **INSULATION STANDARDS**

### **Installation of Insulation**

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

- Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.
- Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.
- Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.
- Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.
- Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.
- Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.
- Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.
- Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

## **RENEWABLES**

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility.

**Cost Effectiveness**

Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

**Product Guidelines**

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statutes (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

**FINAL INSPECTION REQUIREMENTS**

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector not directly involved with the completion of the job.

The final inspection shall verify that the house characteristics reported are correct.

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

**HEALTH AND SAFETY PLAN**

**PURPOSE**

To establish the policies and procedures under which health and safety concerns are addressed in the Weatherization Assistance Program (WAP).

**GOAL**

To ensure energy savings are the result of Weatherization Assistance Program actions while promoting a healthy and safe environment for clients and WAP workers and contractors.

**SCOPE**

Energy-related health and safety concerns need to be remedied before, or because of, the installation of weatherization materials. Therefore, energy-related health and safety hazards associated with weatherization activities may be remedied or prevented with DOE funds. Measures and their costs must be reasonable and must not seriously impair the primary energy conservation purpose of the program.

The Health and Safety Procedures are applicable to all activities under the WAP.

Total expenditures on Health and Safety are subject to budget limitations.

**A. Grantee Health & Safety**

OEP – WAP field monitors will follow all applicable health and safety rules with respect to the conduct of their on-site job visits including the use of face masks, hard hats, appropriate footwear, and such other applicable attire and equipment so as to minimize personal risks.

## **B. Crew and/or Contractor Health & Safety**

Arizona sub-grantees and their contractors will comply with Occupational Safety and Health Administration (OSHA) requirements in all weatherization activities.

The costs for sub-grantees to comply with OSHA requirements (action items and measures that DOE funds and receives credit for) may be charged under health and safety, tools and equipment, incidental repairs, etc. The cost category selected will be charged consistently throughout the state (from agency to agency) for the same activity.

Because of the wide range of activities involved in weatherizing a house, ensuring crew health and safety requires a broad knowledge of the appropriate OSHA requirements. Some of these requirements include, but are not limited to: respirator protection, techniques for safely lifting heavy objects, electrical equipment safety, ladder safety, and general worker protection. OSHA standards should be consulted for further details.

Other useful information includes Material Safety Data Sheets (MSDS) that identify potential health risks and describe the proper use, handling, and storage of a wide variety of materials, including some common weatherization materials. MSDS also recommend personal protective equipment and address first aid measures.

## **C. Client Health and Safety**

Weatherization services can be provided in a manner that minimizes risk to workers and clients. Although the Weatherization Assistance Program does not provide all the solutions, awareness of potential hazards is essential to providing quality services. A list of the more common hazards and DOE's preferred approach to them are discussed in Section D. Other energy-related hazards should be considered on a case-by-case basis.

Grantees and sub-grantees are required to take all reasonable precautions against performing work on homes that will subject workers or clients to health and safety risks. If there is any doubt that weatherization work can be conducted in a manner that is safe for all parties concerned, the subgrantee must not proceed further.

Before beginning work on the residence, sub-grantees will take into consideration the health concerns of each occupant, the condition of the dwelling, and the possible effect of work to be performed on any particular health or medical condition of the occupants. When a person's health is fragile and/or the work activities would constitute a health or safety hazard, the occupants at risk will be required to leave the home during these work activities or the work will be suspended until such a time as it can be performed appropriately.

## **D. Potential Hazard Considerations**

### **1. Biological**

Removal of mold, odors, viruses, bacteria, unsanitary (including raw sewage) conditions, and rotting wood is not a Weatherization responsibility; however, subgrantee frequently encounter these conditions. DOE funds may be used if these conditions must be remedied to allow effective weatherization work and/or to assure the immediate or future health of workers and clients. OEP – WAP requires that its sub-grantees seek prior approval to proceed before attempting to weatherize such dwellings with *Biological* problems.

Arizona sub-grantees will exercise caution when selecting air tightness limits for dwellings with these problems. Since these conditions are often related to moisture, Arizona sub-grantees may use DOE health and safety funding to acquire moisture detection instruments. Sub-grantees should incorporate moisture detection into their initial energy audits. If necessary, weatherization services may need to be delayed until moisture problems can be corrected by other funding sources.

### **2. Combustion Appliances and Combustion Gases**

The following policy must be strictly adhered to when completing Weatherization work. If any house fails these program safety standards and the problem cannot be remedied, the homeowner must be notified in writing and a copy placed in the client's file.

- Perform air sealing and duct repair **only** in conjunction with pressure diagnostics to ensure that sufficient ventilation and draft rates are maintained in the home.

- A UL listed carbon monoxide detector (Underwriters Laboratories 2034-98) shall be installed in all structures with an attached garage or a combustion appliance located in the conditioned space.
- Research and follow the local health and safety codes and standards dealing with residential ventilation requirements for occupants and combustion equipment.
- No air sealing (including duct repair) should be done if there is a high pollution source, such as a non-vent combustion heater, that can't be removed.
- No air sealing (including duct repair) should be done if there are existing health and safety problems in the home.
- No air sealing (including duct repair) should be done if there is Carbon Monoxide (CO) present in the flue gases higher than 100 PPM.
- No air sealing (including duct repair) should be done if there is a possible gas leak.
- No air sealing (including duct repair) should be done if CO is greater than 9 PPM in the living space.
- If CFM50 is less than 1500 CFM for the home or 300 CFM per person (whichever is greater), the homeowner must be advised of the tightness of the home. Any further air sealing (including duct repair) may require that an active ventilation strategy be employed.
- Under normal operating conditions, an air handler cannot create room pressures with a magnitude of - 3.0 Pascal's, or greater with reference to outside, anywhere in a combustion appliance zone.
- Corrective action must be completed before or in conjunction with air sealing (including duct repair) if a negative pressure of 3 Pascal's or greater exists or is produced by repair work in a combustion appliance zone.
- Flame change is an indication of a cracked heat exchanger - no air sealing (including duct repair) should be done until the problem is fixed.
- If spillage of flue gases occurs for more than one minute - no air sealing (including duct repair) should be done until the problem is fixed.
- If draft is low, it must be fixed before air sealing (including duct repair) is completed.

**IF THE CONDITIONS DESCRIBED BELOW CONCERNING COMBUSTION AIR ARE NOT MET, NO AIR SEALING (INCLUDING DUCT REPAIR) SHOULD BE DONE:**

- In homes of ordinary tightness insofar as infiltration is concerned, all or a portion of the air for fuel-burning appliances may be obtained from infiltration when the requirements for 50 cubic feet per 1000 Btu/hr input is met. Two openings are required and one shall be within 12 inches of the bottom of the space containing the combustion equipment. Openings shall allow space to communicate with the rest of the house. A minimum free area of one square inch per 1000 Btu per hour (or 100 square inches, which ever is greater) of the total input rating of all gas utilization equipment in the space, shall be provided.
  - In all cases where combustion air is from inside the home, the homeowner must be made aware of this and sign the Health and Safety Waiver before any air sealing or duct repair is completed.
- (Note: If this method is used, special attention must be given to zonal and draft pressures. In buildings of unusually tight construction, combustion air shall be obtained from outside.)

- In homes that receive combustion air from outside the conditioned space, two openings are required. One shall be within 12 inches of the top and one within 12 inches of the bottom of the space containing the combustion equipment. The openings shall communicate directly, or by ducts, with the outdoors or spaces (crawl or attic) that communicate with the outdoors.
- The following guidelines must be met when determining the minimum free area for combustion air openings:
- Openings directly communicating with the outdoors shall provide one square inch per 4000 Btu per hour of the total input of all gas utilization equipment in the space.
- Openings communicating to outdoors with vertical ducts shall provide one square inch per 4000 Btu per hour of the total input of all gas utilization equipment in the space.
- Opening communicating to outdoors with horizontal ducts shall provide one square inch per 2000 Btu per hour of the total input of all gas utilization equipment in the space.

(NOTE: If the free area is not known because of louvers or screens, double the required opening size. **IF THESE NFPA 54 NATIONAL FUEL GAS CODE REQUIREMENTS ON COMBUSTION AIR ARE NOT MET, THEN NO AIR SEALING (INCLUDING DUCT REPAIR) SHOULD BE DONE UNTIL THESE CONDITIONS ARE MET.**)

### 3. Fire Hazards

Combustion appliances and their associated venting systems can also present potential fire hazards. Sub-grantees that accept clients with wood stoves and fireplaces will have procedures to identify potentially dangerous creosote build-up in chimneys and wood stove flues.

It is the sub-grantee's responsibility to ensure that any work on wood stoves and fireplaces conforms with applicable codes in jurisdictions where the work is being performed.

### 4. Existing Occupant Health Problems

Sub-grantees will be sensitive to client health problems that might be exacerbated by weatherization activities.

Sub-grantees will establish procedures to identify pre-existing client conditions (e.g., allergies) and address such problems when they are found. Those procedures should address the manner in which such problems will be identified and the steps to be taken to ensure that weatherization work will not worsen these problems.

### 5. Indoor Air Quality (IAQ)

#### a. Asbestos

General asbestos removal is not approved as a DOE WAP health and safety weatherization cost.

Major asbestos problems should be referred to the Arizona Department of Environmental Quality or to the Environmental Protection Agency (EPA).

Where local agencies work on large heating and distribution systems, including related piping, asbestos removal may be necessary. Removal is allowed to the extent that energy savings resulting from the measure will provide a cost-effective savings-to-investment ratio. This would normally be true with work done on large, multifamily heating systems. Where permitted by code or EPA regulations, less costly measures that fall short of asbestos removal, such as encapsulation, may be used. Removal and replacement of asbestos siding for purposes of wall cavity insulation is permissible if allowed by state and local codes.

#### b. Radon

Where there is a previously identified radon problem, work that would exacerbate this problem should be limited. Radon abatement is not an allowable activity under the Weatherization program. However, those costs associated with taking precautions in a dwelling known to have radon problems are allowable weatherization expenditures. These costs are

allowable if an energy audit indicates that weatherization techniques would help in radon remediation. While sub-grantees should establish sound radon-related strategies, major radon problems should be referred to the appropriate local environmental organization or agency for mitigation or abatement.

### c. Formaldehyde and Volatile Organic Compounds (VOCs)

Formaldehyde vapors may be slowly released by some new carpets, wafer-board, plywood, etc. Some household cleaning agents also emits VOCs. Caution should be taken when selecting air tightness limits in dwellings with VOC problems.

## 6. Lead Paint

Lead Safe Weatherization (LSW) must be applied to all pre-1978 housing unless the house meets EPA's Final Rule Exemptions.

### Exemptions

1. **No Lead-Based Paint will be Disturbed.** LSW must be applied to all pre-1978 housing unless there is existing evidence that the home has been certified as being lead-free or below the lead threshold limit (e.g., for paint containing lead below the regulated level, 1.0 mg/cm<sup>2</sup> or 0.5% by weight). One of the following methods must be used to determine the paint to be disturbed is not lead-based paint: -Written determination by certified lead inspector or risk assessor; *OR*  
-Proper use of EPA-recognized test kit provided agencies (*documenting manufacturer and model of test kit used, description and location of components tested, and test kit results*)  
*Note: Beginning in 2010, tests must be performed by a Certified Renovator, per EPA final rule. Test kits are currently being evaluated but none have been approved to date – updates and approved kits will be posted at <http://www.epa.gov/lead/pubs/renovation.htm>*  
*OR*  
-A State-approved lead-based paint test protocol (e.g., XRF scans verifying absence of lead paint).
2. **Mobile Homes.** Often, interiors of mobile homes were not painted but rather, paneling was applied to the surfaces. Therefore, pre-1978 mobile homes that were not painted by the manufacturer, occupant, landlord, or past owner of the unit before 1978, may be exempt from LSW. However, Weatherization Programs must verify the areas receiving weatherization services have never been painted or were painted for the first time after 1978. If this is not verifiable, then LSW protocols must be followed. Painted exterior surfaces on pre-1978 units should not be drilled, scraped, sanded, or receive any other work that disturbs the paint.
3. **Exempt from training and work practice requirements if owner signs written statement that all apply:**
  - a. No pregnant women resides there; and
  - b. Not a child-occupied facility ("occupied" includes being the child's primary residence or a home that is visited regularly by the same child, under age 6, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visits last at least 6 hours, and the combined annual visits last at least 60 hours).
4. **Housing for the elderly or persons with disabilities** (unless any one or more children under age 6 resides or is expected to reside in such housing for the elderly or persons with disabilities).
5. **Any 0-bedroom dwelling.**
6. **Minor Repair or Maintenance Activities:** Activities that will disturb less than the following square feet of paint surfaces in 30 calendar days (counting all paint surface areas of a removed component):
  - 6 square feet per room for interior activities; or
  - 20 square feet for exterior activities.

But this exemption does *NOT* apply to the following:

- Window replacement.
- Demolition of painted surface areas.
  - Using any of the following:
- Open-flame burning or torching;
- Machines to remove paint through high-speed operation without HEPA exhaust control;  
or
- Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.

#### **Testing for lead-based paint and lead-based paint residues**

Testing for lead-based paint is not an allowable weatherization expense except, when it is related to the installation of energy efficiency measures. These expenditures must be within the limits set by the state in its Weatherization health and safety plan.

#### **U.S. Department of Energy Minimum Standards for LSW**

Safe Work Practices must be implemented to minimize exposure to hazards for residents and the workers, while allowing Weatherization to occur in a cost-effective manner and to not hinder production. The effort required will be based on the hazard, the work specifications, and customer health issues.

**CHECK:** Federal, state, and local regulations.

- OSHA has rules for worker safety.
- States and local communities may have rules for waste disposal.

**To meet the LSW minimum standards, crews and contractors MUST follow the general principles of working in a lead-safe manner. Best practices for working in a lead-safe manner are available in the benchmark LSW procedures and curriculum and should be reviewed and consistently enforced on LSW jobs.**

#### **A. Requirements**

##### **Client Protection and Notification**

For occupied homes, the Weatherization staff, crew, or contractor must have an adult tenant or homeowner sign an acknowledgement after receiving the pamphlet. The pamphlet can also be sent by certified mail with receipt to be placed in the customer file.

In multi-unit housing, the agency must:

- Provide written notice to each affected unit (notice must describe: general nature and locations of the planned renovation activities; the expected starting and ending dates; statement of how occupant can get pamphlet at no charge); or
- Post informational signs (signs must describe general nature and locations of the renovation and the anticipated completion date) and post the EPA pamphlet. (If pamphlet is not posted then agencies are required to provide information on how interested occupants can review a copy of the pamphlet or obtain a copy at no cost from the Weatherization Program).
- Delivery to owner/occupant. Owner's and/or occupant's signature with acknowledgment or certificate of mailing. The owner/occupant must acknowledge receipt of the EPA pamphlet prior to start of renovation that contains the address of unit undergoing renovation, name and signature of owner or occupant, and the date of signature. It must be in same language as "contract for renovation" for an owner-occupied (or the same language as the lease for occupant of non-owner occupied) target housing.

If the Weatherization Program cannot get a signed acknowledgment (either the occupant is not home or refuses to sign the form), then the self-certification section of the form must be signed to prove delivery.

The acknowledgement form must be filed and remain with the client file for three years from date of signature. In addition to providing a copy of the pamphlet to owners and occupants, designated local agency staff (e.g., intake specialist, auditor, crew chief) must discuss the hazards associated with lead-based paint and lead dust, and describe how they will conduct LSW in the home.

### **Weatherization Worker Protection**

LSW includes these procedures and safety precautions:

- Wear personal protective gear specifically suited for the particular LSW measure. Use the National Institute for Occupational Safety and Health (NIOSH) approved respirators (at least ½ face) with HEPA filters.
- Use disposable overalls (with hood or a disposable painter's cap), gloves (cloth, plastic, or rubber as appropriate), goggles, and disposable shoe/boot covers.
- Keep dust to a minimum and properly contain dust and paint chips to the work area.
- Clean up area during and after work.
- During Weatherization, wash your hands and face frequently, particularly when leaving the work area and especially before leaving the area for the purpose of eating, drinking, or smoking.
- Before leaving a confined work area, remove your protective clothing and protective shoe/boot covers to avoid exposing others.
- Before leaving a confined work area, and before returning tools and equipment to vehicles, clean all tools to avoid exposing others and creating a lead-hazard to the next Weatherization job.
- Get annual medical exams to check blood lead levels. Do non-lead-related work if your blood lead level gets too high.
- Inform your employer if you develop signs of lead poisoning.

### **B. General LSW Work Practice Standards**

- Crews and contractors must take steps to protect occupants from lead-based paint hazards while the work is in-progress using appropriate containment strategies.
- Occupants, especially young children or pregnant women, may not enter the work site. Occupants are allowed to return only after the work is done and the home has passed a visual inspection.
- Occupants' belongings must be protected from lead contamination. This can be done by removing them from the work area or covering them in protective bags and sealing it to prevent dust from getting on the items.
- The work site must be set up to prevent the spread of leaded dust and debris.
- Warning signs must be posted at entrances to the worksite when occupants are present; at the main and secondary entrances to the building; and at exterior work sites. The signs must be readable from 20 feet from the edge of the worksite. Signs should be in the occupants' primary language, when practical.
- The work area must be contained. If containment can not be achieved with occupants in the unit (e.g., work will take several days and involves the kitchen, bathrooms, or bedrooms that can not be sealed off from use), occupants must move out of the unit or the work must be deferred until containment can be achieved.
- Ensure containment does not interfere with occupant and worker egress in an emergency.

### **Prohibited Work Activities**

- NEVER - use reusable cloth or fabric, such as a painter's drop cloth, as protective containment sheeting. Polyethylene and in some cases when working on the exterior garden fabric are the only acceptable protective containment sheeting and must never be reused.
- NEVER - use brooms and shop vacuums for cleanup. Wet cleaning and HEPA vacuums are the only acceptable methods for cleanup.
- NEVER - use a conventional shop vacuum with HEPA filters -- only HEPA-designed vacuums are acceptable for LSW.
- NEVER - turn leaded paint into leaded dust by dry scraping or sanding (unless needed around electrical outlets) or grinding, abrasive blasting or planing.
- NEVER - use an open-flame torch or heat gun (above 1100°F) to remove paint or window glazing. Open flame/high heat methods to remove paint create fumes that are dangerous for workers to breathe. Small lead particles created by burning and heating also settle on surrounding surfaces and are very hard to clean up.
- NEVER - allow residents and pets access to the work area while work is underway.
- NEVER - open windows and doors allowing lead dust to float into other parts of the building or outside.
- NEVER - allow furniture and other objects to remain in the Weatherization work area while Weatherization work is being performed unless they are covered and sealed in polyethylene sheeting or bags.

### C. Containment

*Containment is anything that stops any dust or debris from spreading beyond the work area to non-work areas. The level of containment must be determined by the auditor/inspector or supervisor before work is assigned to a crew or contractor. To comply with EPA's LRRPP Rule requirements, a Certified Renovator will be required at the jobsite to assess and set up the containment site.*

Every home and every specific Weatherization measure is unique, therefore the level of containment required will be based on the hazards present, the age of the home, the scope of work activities, and any customer health issues. Although Weatherization jobs require individual assessments, LSW work generally falls into two levels of containment and the related standards are outlined below.

#### Level 1 Containment

Level 1 containment is required in pre-1978 homes when *less than* 6 ft<sup>2</sup> of interior painted surface per room or 20 ft<sup>2</sup> of exterior painted surface will be disturbed.

Level 1 containment consists of methods that prevent dust generation and contains all debris generated during the work process. The containment establishes the work area which must be kept secure.

Measures that *may* fall within this guideline include:

- Installing or replacing a thermostat
- Drilling and patching test holes
- Replacing HEPA filters and cleaning HEPA vacuums
- Changing Furnace Filter
- Removing caulk or window putty (interior)
- Removing caulk or window putty (exterior)
- Removing weather-stripping

#### Level 2 Containment

Level 2 containment is required when Weatherization activities will disturb *more than* 6 ft<sup>2</sup> of interior surface per room or 20 ft<sup>2</sup> of exterior surfaces in homes built prior to 1978. Level 2 containment consists of methods that define a work area that will not allow any dust or debris from work area to spread. Level 2 containment requires the covering of all horizontal surfaces, constructing barrier walls, sealing doorways, covering HVAC registers with approved materials, and closing windows to prevent the spread of dust and debris.

Measures requiring level 2 containment *may* include:

- Drilling holes in interior walls
- Drilling holes in exterior walls, removing painted siding
- Cutting attic access into ceiling or knee walls
- Planing a door in place
- Replacing door jambs and thresholds
- Replacing windows or doors
- Furnace replacements

Additionally, Level 2 containment must **ALWAYS** be used where any of the following is conducted (even if the activities will disturb less than the hazard de minimis levels within the Level 1 category):

- Window replacement
- Demolition of painted surface areas
- Using any of the following:
  - Open-flame burning or torching;
  - Machines to remove paint through high-speed operation without HEPA exhaust control; or
  - Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.

#### D. Proper LSW Clean-Up and Debris Disposal

Following the containment standards in the previous section will minimize the level of effort required to properly clean up the job site. All dust, dirt, material scraps, containers, wrappers, and work related debris must be removed from the customer's home. A HEPA vacuum should be used to clean up the work areas. Further cleaning may be necessary based on the hazard.

At the conclusion of the job, once all workers have "cleaned" the work areas thoroughly, Weatherization workers must adhere to the following:

##### Safe and Secure Disposal

- Bag and gooseneck-seal all waste in 6-mil plastic bags
- Safely dispose of all waste in accordance with federal, state, and local regulations

##### Visual Inspection Verification

Checking the quality of worksite cleanliness is a two-phase process:

- Phase 1: Worker visual inspection during the cleaning process; look for any visible paint chips, dust, or debris as you clean, using proper techniques.
- Phase 2: Supervisor visual inspection after cleanup. There should be no evidence of settled dust following a cleanup effort. If dust is observed, the Weatherization crew must be required to repeat the cleaning.

If work is done outside the house, the grounds around the dwelling and all exterior horizontal surfaces should also be examined visually to make certain that all waste and debris have been removed and that paint chips were not left behind.

#### Deferrals

Arizona's WAP sub-grantees will follow the lead-based paint "deferral policy" to determine when it is prudent to defer certain Weatherization work in homes that have either tested positive or are assumed to have lead-based painted surfaces.

- First, the subgrantee should assess the following factors:
  - 1) Is the subgrantee prepared to work with lead-based paint? (i.e., have workers received training in LSW work practices - is the necessary equipment, such as HEPA vacuum cleaners, available; and does the agency's liability insurance cover work with lead-based paint);
  - 2) What is the condition of the painted surfaces in the house that might be specifically disturbed in the course of an allowable weatherization measure? (i.e., are they *seriously* deteriorated);
  - 3) What is the extent to which the specific energy efficiency measures determined by the audit will disturb painted surfaces? (i.e., will the disturbance likely generate dust in excess of OSHA minimums); and,
  - 4) Will the cost of doing LSW work represent a large portion of the total cost, such as to exceed the amount allowed by the state's health and safety plan (which could be the case if large amounts of lead-based paint surfaces will be disturbed)?
- Second, the grantee should determine, based on consideration of the above factors, whether to:
  - 1) Proceed with all the weatherization work, following LSW work practices; or
  - 2) Do some of the weatherization tasks, defer others; or
  - 3) Defer all the weatherization work

Deferral would mean postponing the work either until the Weatherization agency is prepared to work with lead-based paint, or until another funding source has been identified that can finance corrections to the problem LBP area that weatherization can be safely performed.

In cases where extensive LSW would be necessary, agencies are encouraged to arrange with other organizations, which are funded to do lead-based paint hazard control, to perform some of the more costly activities, such as risk assessment or clearance testing. In areas where there are no organizations performing such work, Weatherization agencies may choose to develop their capabilities (purchase of equipment and advanced training for subgrantee crews) for lead-based paint hazard control work, but they may not use DOE Weatherization funds for this purpose. In such a home, regular Weatherization work that does not disturb painted surfaces can be done.

#### **Funding of lead safe weatherization**

Whereas DOE funds may be used to pay for Weatherization activities that disturb lead-based painted surfaces while installing energy efficiency measures or for case-by-case testing, the funds may not otherwise be used for abatement, stabilization or control of lead-based paint hazards, or routine entrance and clearance testing.

However, U. S. Department of Housing and Urban Development (HUD) funds such as Community Development Block Grant (CDBG), lead hazard control programs and HOME Repair and Rehabilitation Program funds may be used to do this work. Also, U. S. Department of Health and Human Services' (HHS) Low-Income Home Energy Assistance Program (LIHEAP), may be used for certain expenses related to Lead Safe Weatherization.

Specifically, for DOE funding, agencies should budget LSW costs under health and safety as a separate cost category, excluded from the calculation of average cost per home. Lead Safe Weatherization costs include labor, material, insurance, training, and equipment.

#### **Liability issues**

Unless an agency has specifically purchased additional insurance to cover pollution occurrences, they probably do not have sufficient insurance for their work as required by the WAP's Program Year 2002 Annual Guidance, **Weatherization Program Notice 02-1**. It is likely that their general liability insurance has a pollution occurrence exclusion.

All Arizona Sub-grantees must have liability insurance that covers work in a home with lead-based paint before any LSW work is implemented. This liability insurance does not and should not cover lead abatement projects.

Abatement projects are extensive projects designed to permanently eliminate the lead-based paint hazard. Only work that HUD refers to as "interim controls" must be covered. It is important to use this policy to demonstrate to the insurer the limited nature of the paint disturbance and the precautions being taken to avoid liability. The cost of such insurance is an allowable DOE expense, and we urge agencies to seek ways to obtain the coverage at reasonable rates.

For insurance shopping purposes, there are features about Weatherization work that local agencies should use in making the case for the lower risk associated with the nature of Weatherization work, especially when compared to lead-based paint abatement and lead hazard control work:

- Weatherization is different from lead hazard control work and involves lesser levels of work associated with painted surfaces. In fact, the disturbance of painted surfaces, by comparison, is minimal and when it happens, is incidental to the purpose of the work - the installation of energy conserving measures.
- In addition, not all weatherization work involves disturbing painted surfaces and some homes are lead free, and so the *risk basis* for insurance rates - unlike insurance for lead hazard control work - should not be based on one hundred percent operations in a lead paint environment for every home weatherized.

DOE is involved with EPA and HUD in continuing discussions with the insurance industry about ways to qualify Weatherization agencies for more favorable rates. We also welcome suggestions from state and local agencies with experience in obtaining reasonable rates for this kind of work, which we will share with the Arizona subgrantees.

## Training

Arizona's WAP requires that *when disturbance of painted surfaces is significant*, Weatherization workers will use LSW practices.

Arizona's WAP will provide or recognize prior participation in the following training opportunities to sub-grantee as required, taking into consideration each subgrantees mix of action items and allowable measures:

- LSW workshops provided by trainers who are certified in The HUD Lead Safe Work Practices.
- Peer-to-Peer training.
- Individual agency training on an as needed basis.

All training will utilize the Lead Safe Weatherization curriculum developed by Montana State University.

## **7. Building Structure**

Building rehabilitation is beyond the scope of the Weatherization Assistance Program; however, Arizona Subgrantees frequently encounter homes in poor structural condition. Dwellings whose structural integrity is in question should be referred to the Arizona Department of Housing.

Weatherization services may need to be delayed until the dwelling can be made safe for crews and occupants (see Deferral Standards).

Incidental repairs necessary for the effective performance or preservation of weatherization materials are allowed if the cost of the weatherization material and incidental repair are cost justified by the audit. Examples of these limited repairs include sealing minor roof leaks to preserve new attic insulation and repairing water-damaged flooring as part of replacing a water heater.

## **8. Electrical Issues**

The two primary energy-related health and safety electrical concerns are

- 1) Insulating homes that contain knob-and-tube wiring and
- 2) Identifying overloaded electrical circuits.

Older electric wiring, primarily knob-and-tube wiring, located in a wall cavity or exposed on an attic floor was originally intended by code to have *free air movement* for that would cool the wire when carrying an electric current. Laboratory tests have shown that retrofitting thermal insulation around electric wiring can cause it to overheat, resulting in a fire hazard.

Arizona program policy requires that subgrantees ensure that insulation around knob-and-tube wiring conforms with applicable codes in jurisdictions where the work is being performed.

*Serious electrical hazards exist when gross overloads are present.* Should auditors and crews find such existing problems, they must notify the owner verbally and in writing by the subgrantee WAP program manager.

Weatherization measures that involve the installation of new equipment such as air conditioners, heat pumps, or electric water heaters can exacerbate previously marginal overload problems to hazardous levels. The problem must also be noted in the client file. To the extent that these problems prevent adequate weatherization, the agency should consider repairing them on a case-by-case basis.

## **9. Refrigerant Issues**

The replacement of air conditioners requires subgrantees to ensure that the requirements of the Clean Air Act 1990, section 608, as amended by 40 CFR 82, 5/14/93, be enforced. The appliance vendor, de-manufacturing center, or other entity recovering the refrigerant must possess EPA-approved section 608 types I or universal certification. Subgrantees must ensure they have appropriate protocols in place that comply with all standards relating to the disposal of the existing appliances.

## **10. Other Code Compliance Issues**

It is the subgrantee's responsibility to ensure that weatherization-related work conforms with applicable codes in jurisdictions where the work is being performed.

### **E. Deferral Standards**

The decision to defer work in a dwelling is difficult, but necessary, in some cases. This does not mean that assistance will never be available, but that work must be postponed until the problems can be resolved and/or alternative sources of help are found. Note that subgrantees, including crews and contractors, are expected to pursue reasonable options on behalf of the client, including referrals, and to use good judgment in dealing with difficult situations.

Subgrantees will develop guidelines and a standardized form for such situations. The form will include the client's name and address, dates of the audit/assessment and when the client was informed, a clear description of the problem, conditions under which weatherization could continue, the responsibility of all parties involved, and the client(s) signature(s) indicating that they understand and have been informed of their rights and options.

#### **Deferral conditions may include:**

- The client has known health conditions that prohibit the installation of insulation and other weatherization materials.
- The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the conditions cannot be resolved cost-effectively.
- The house has sewage or other sanitary problems that would further endanger the client and weatherization installers if weatherization work were performed.
- The house has been condemned or electrical, heating, plumbing, or other equipment has been "red tagged" by local or state building officials or utilities.
- Moisture problems are so severe they cannot be resolved under existing health and safety measures and with minor repairs.
- Dangerous conditions exist due to high carbon monoxide levels in combustion appliances, and cannot be resolved under existing health and safety measures.
- The client is uncooperative, abusive, or threatening to the crew, subcontractors, auditors, inspectors, or others who must work on or visit the house.
- The extent and condition of lead-based paint in the house would potentially create further health and safety hazards.
- In the judgment of the energy auditor, any condition exists which may endanger the health and/or safety of the work crew or subcontractor, the work should not proceed until the condition is corrected.

### **REFRIGERATOR REPLACEMENT POLICY**

The following criterion applies to replacement refrigerators:

#### **ELIGIBILITY FOR REPLACEMENT**

Weatherization Program Notice 00-5 lists the types of refrigerators that may be installed with U.S. Department of Energy (DOE) funds. Refrigerators and refrigerator-freezers with manual, automatic, or partial automatic defrost are eligible. Units must comply with UL-250 and with energy efficiency standards established in the National Appliance Energy Conservation Act of 1987 that are periodically updated. New replacement units may not have through-the-door ice or water service since this feature increases energy use.

To qualify for replacement, the refrigerator replacement unit must result in a savings-to-investment ratio (SIR) of 1.0 or greater.

To determine the SIR, one of the following methods must be used to determine the energy use of the existing unit:

- Refrigerator replacement analysis tools that utilize the Association of Home Appliance Manufacturers or other approved refrigerator databases.
- Meter electric usage of the existing unit utilizing an approved meter. A list of approved meters is available from the OEP.

### METERING REQUIREMENTS

- Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.
- Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

### MATERIALS

- New refrigerators shall:
  - Not exceed the size of the replaced unit.
  - Have a minimum 1-year warranty.

### INSTALLATION

- The electrical outlet shall:
  - Provide the voltage specified on the ID plate of the new refrigerator.
  - Be properly grounded and/or protected with a properly functioning GFCI device.
  - Be located within reach of the refrigerator without the use of an extension cord.
  - Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
  - Meet refrigerator manufacturer's specifications for space and clearances.
- The contractor shall:
  - Deliver and install the new refrigerator.
  - Level the unit to ensure proper operation.
  - Ensure that door hinges are on the appropriate side.
  - Instruct the customer on refrigerator operation.
  - Deliver warranties and operating manuals to the customer.
  - Set temperature controls appropriately.

### DISPOSAL

- The contractor shall:
  - Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.
  - Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.
  - Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
  - Remove all packing materials from the customer's premises.

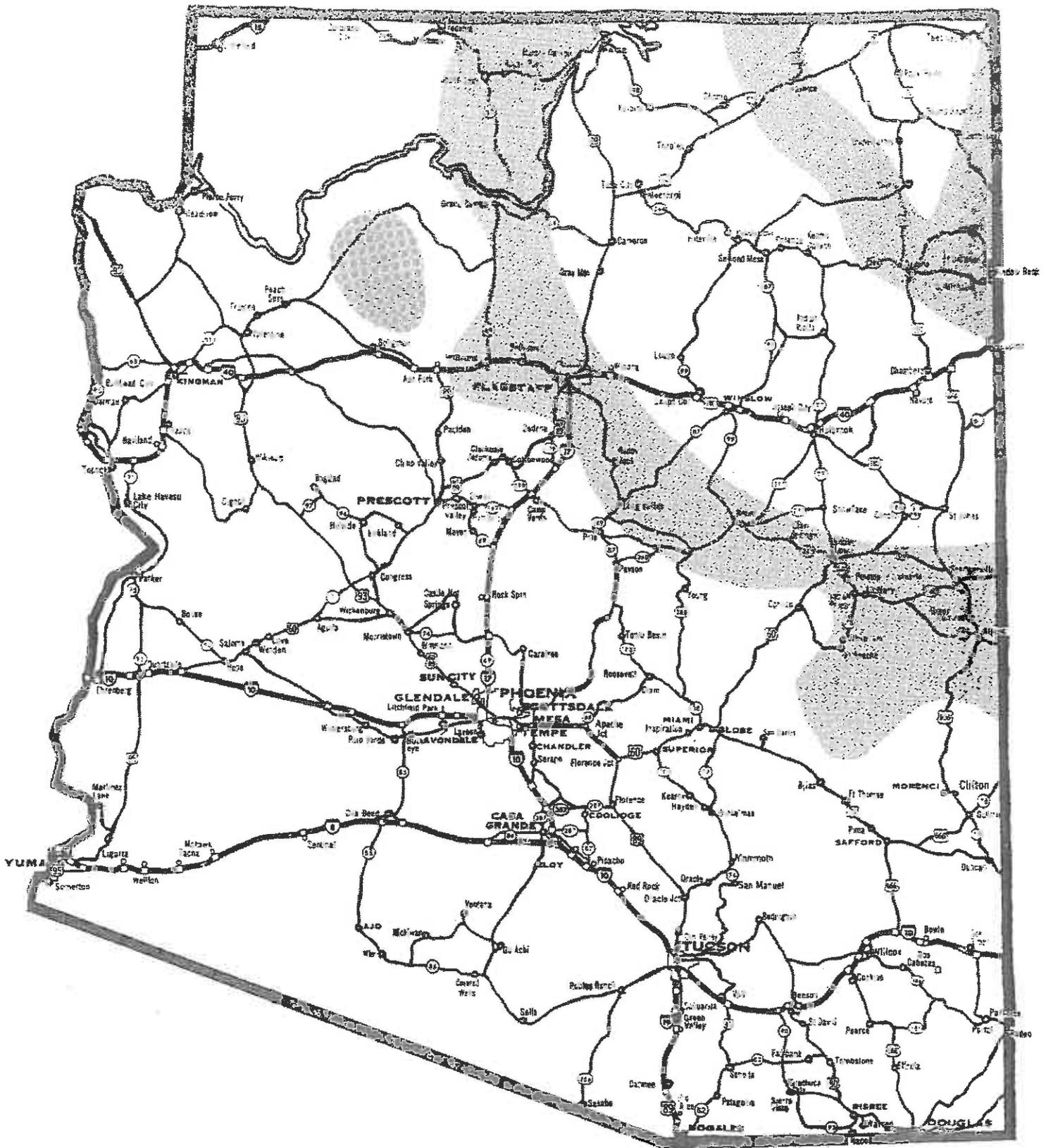
### REPORTING

- The sub-grantee shall record the following information for both the existing and replacement refrigerators:

- Manufacturer (for years available)
  - Brand
  - Year of manufacture
  - Model number
  - Type (e.g., side-by-side, top freezer)
  - Database estimated kWh/yr
- On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
  - Provide saving to Investment Ratio for the replacement refrigerator.

**WRITTEN AUTHORIZATION**

There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.

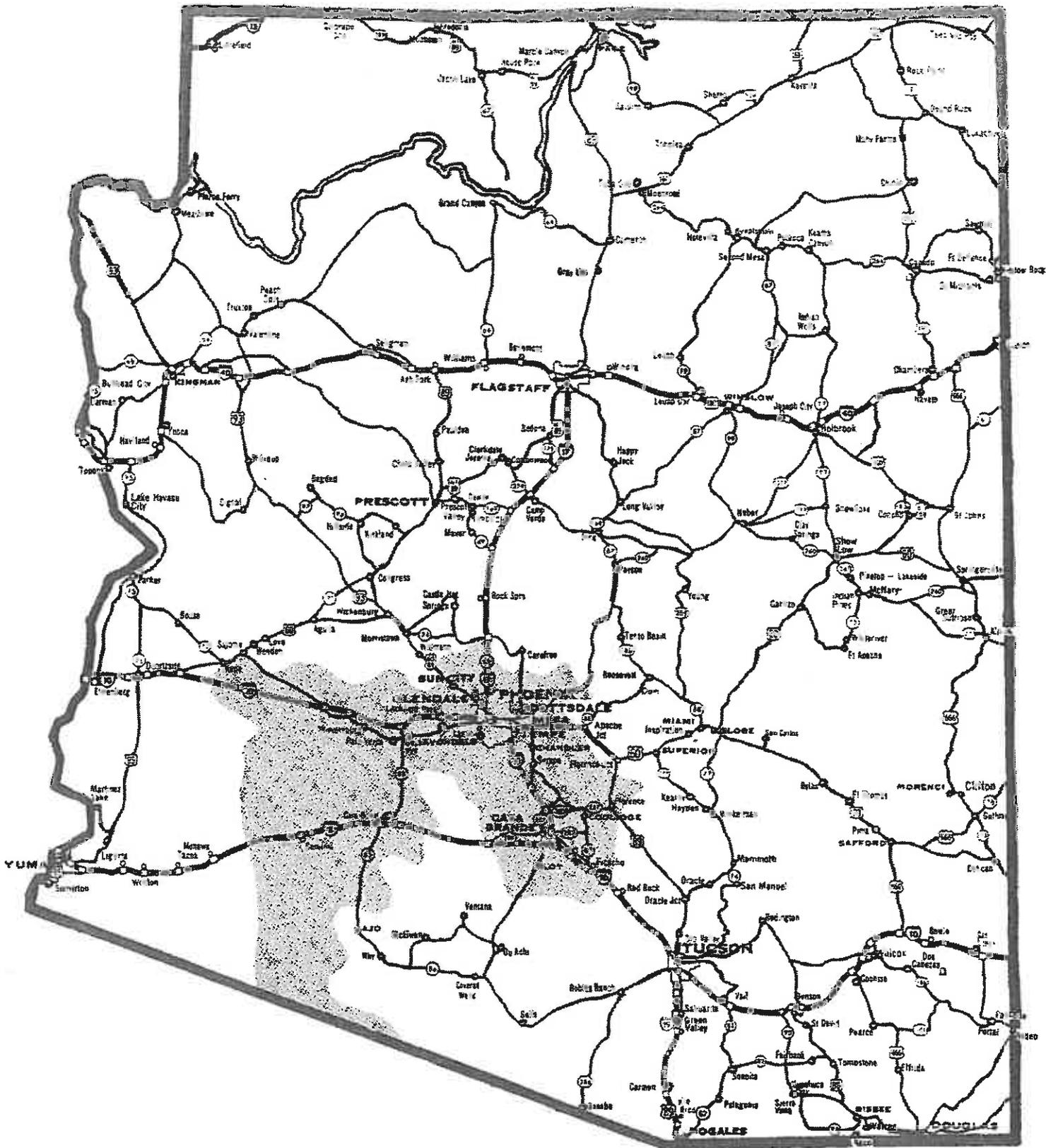


**Climate Zone 1 Locations**

Flagstaff  
 Fort Defiance  
 Grand Canyon  
 Happy Jack  
 Heber

Kayenta  
 McNary  
 Nutrioso  
 Pinetop-Lakeside  
 Show Low

Springerville  
 Whiteriver  
 Williams  
 Window Rock

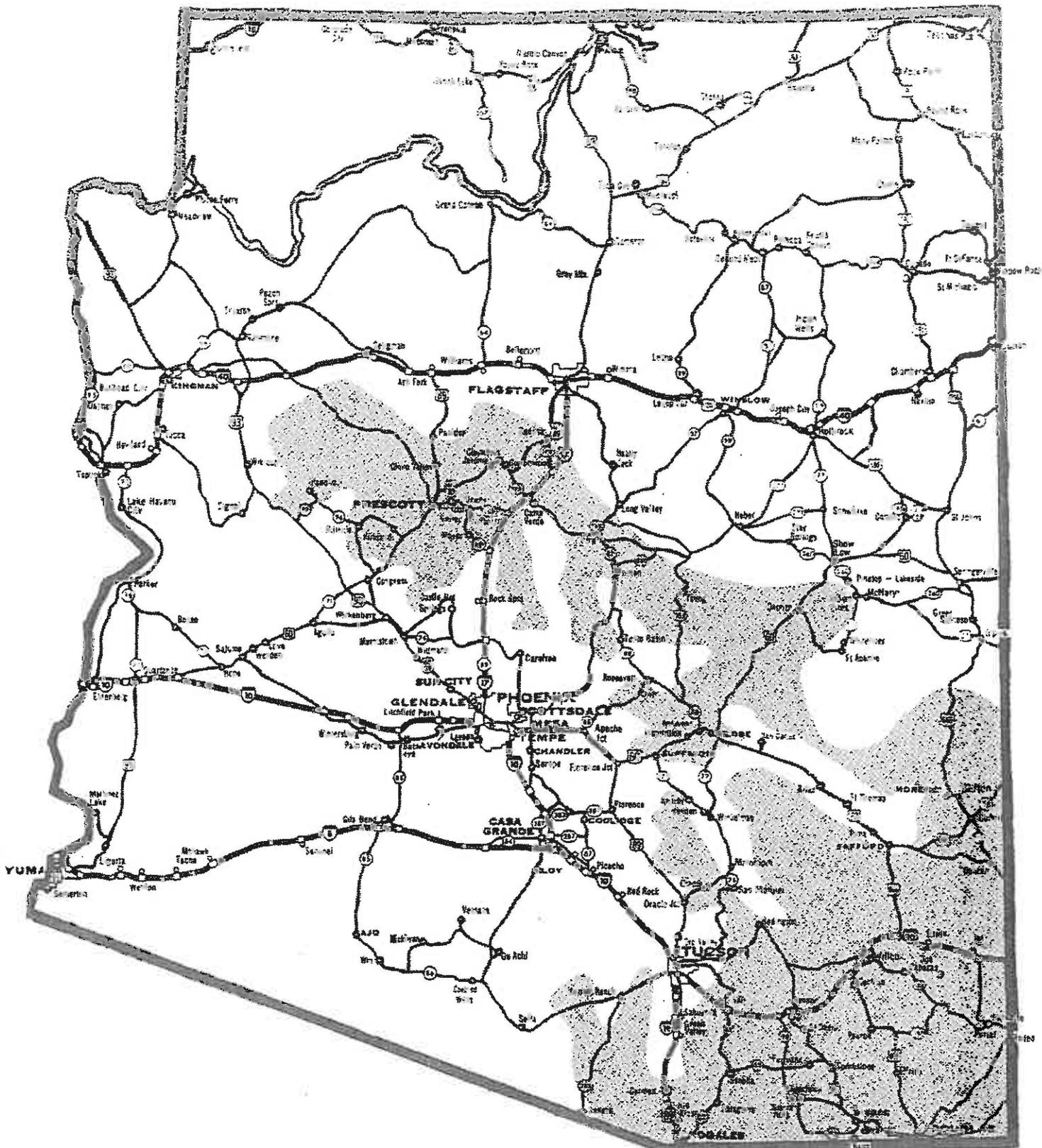


**Climate Zone 2 Locations**

Apache Junction  
 Avondale  
 Buckeye  
 Casa Grande  
 Chandler  
 Coolidge

Eloy  
 Florence  
 Gila Bend  
 Glendale  
 Litchfield Park  
 Mesa

Phoenix Area  
 Picacho  
 Scottsdale  
 Sun City  
 Tempe

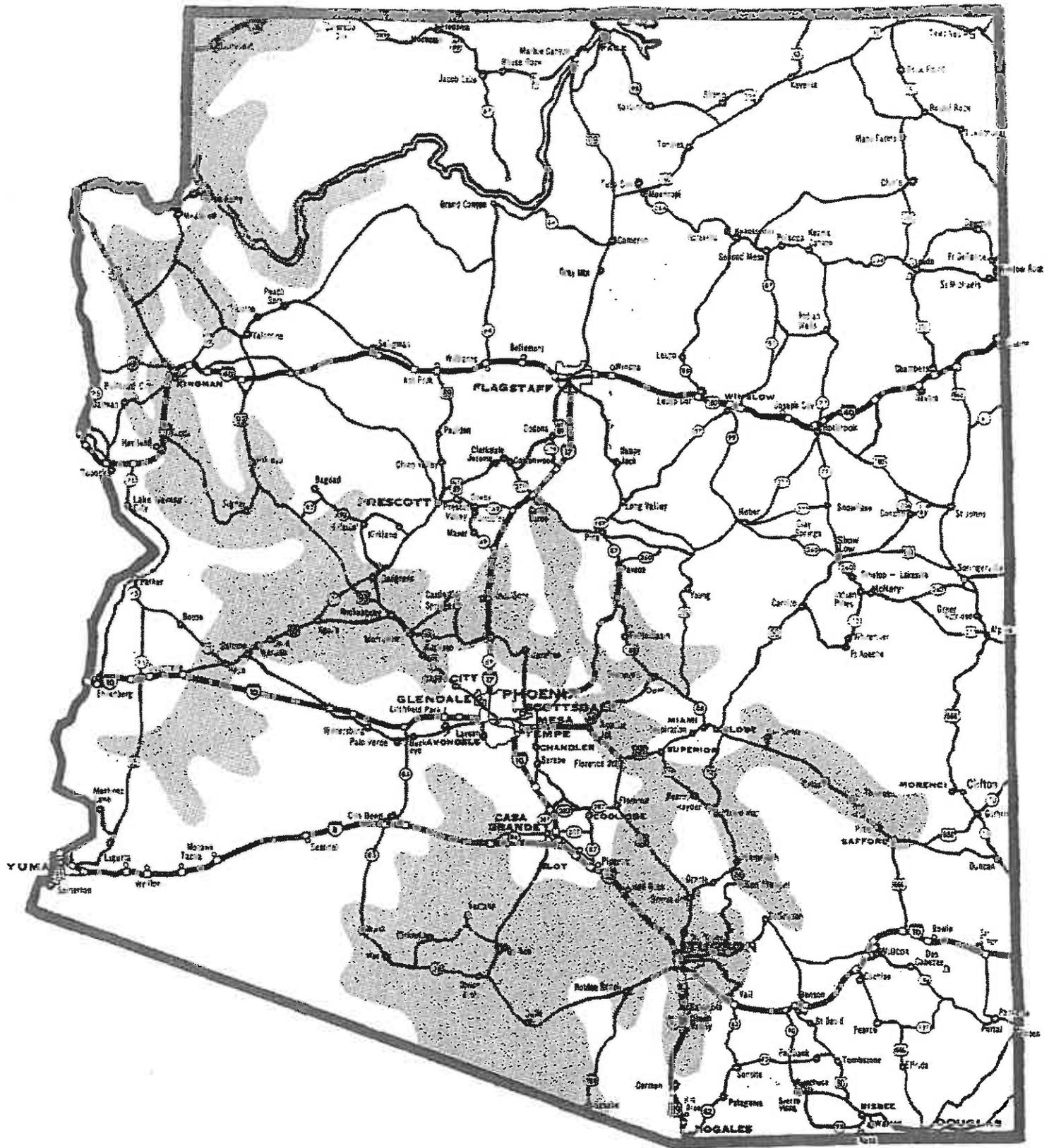


**Climate Zone 3 Locations**

Bagdad  
 Bisbee  
 Campe Verde  
 Chino Valley  
 Clifton  
 Cottonwood

Douglas  
 Duncan  
 Globe  
 Mayer  
 Miami  
 Nogales

Oracle  
 Patagonia  
 Payson  
 Prescott  
 Sedona  
 Willcox

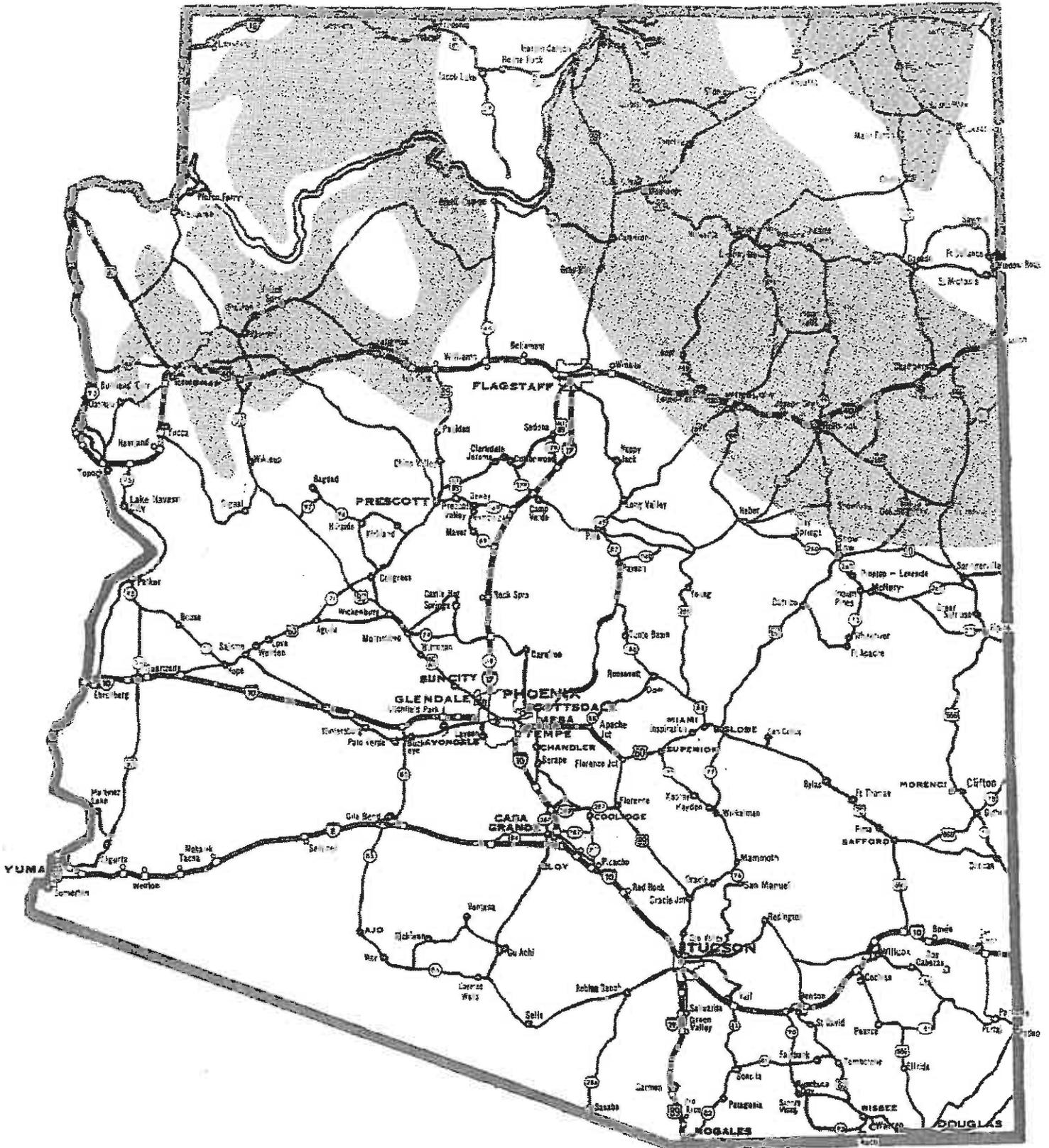


**Climate Zone 4 Locations**

Aguila  
 Ajo  
 Carefree  
 Fort Thomas  
 Green Valley  
 Gu Achi

Hayden  
 Kearney  
 Kingman  
 Morristown  
 Pima  
 Safford

Salome  
 San Carlos  
 Sells  
 South Tucson  
 Superior  
 Tucson

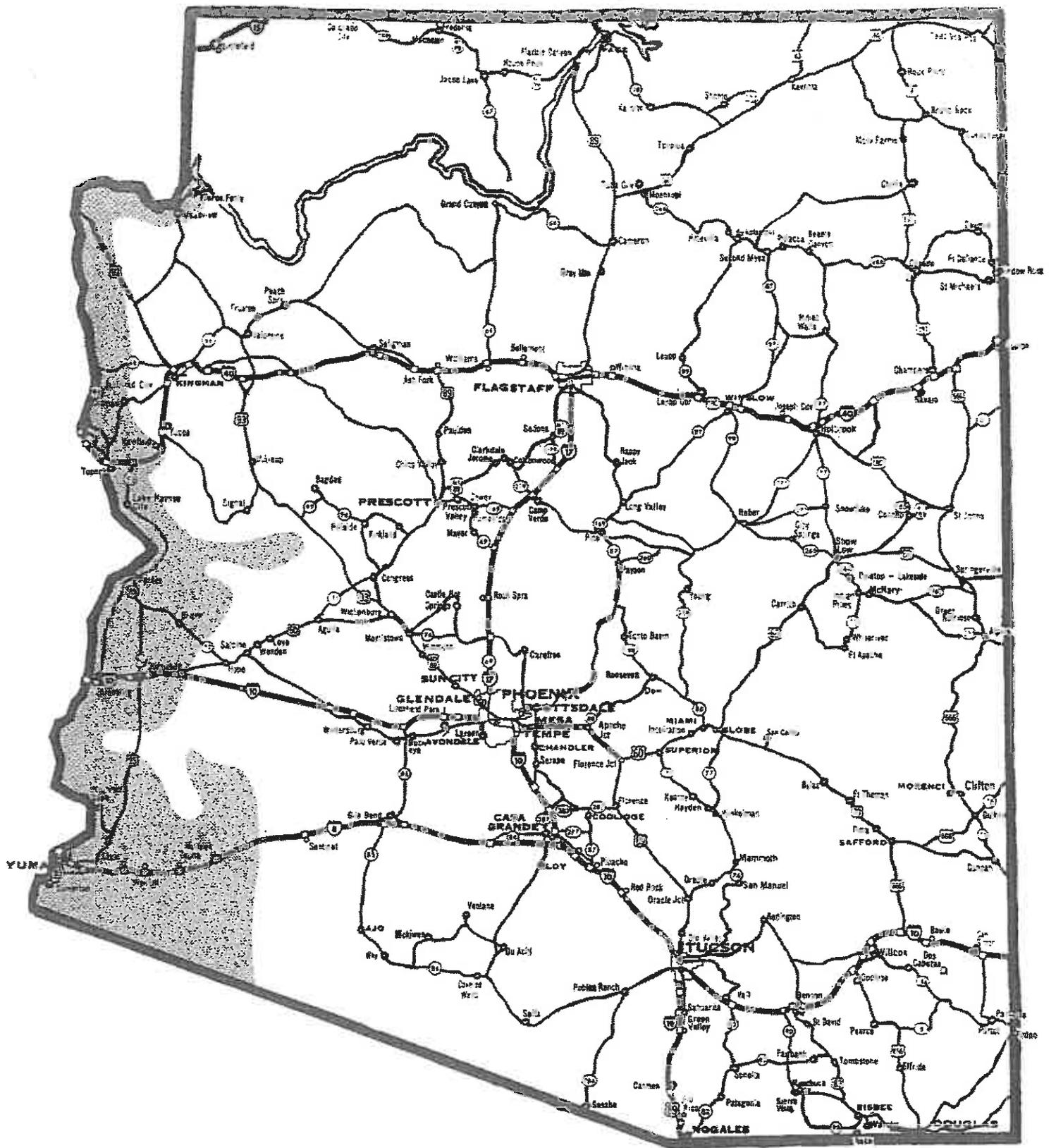


**Climate Zone 5 Locations**

Ash Fork  
 Colorado City  
 Fredonia  
 Holbrook  
 Joseph City  
 Keams Canyon

Mocassin  
 Moenkopi  
 Page  
 Peach Spring  
 Polacca  
 Saint Johns

Seligman  
 Snowflake  
 Tuba City  
 Winslow



**Climate Zone 6 Locations**

Bullhead City  
 Ehrenberg  
 Lake Havasu City

Parker  
 Quartzsite  
 Somerton

Wellton  
 Yuma

**FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements**  
Public Law 109-282; 31 U.S.C. 6101

**This section must be completed for any awards greater than or equal to \$25,000**

Name of Entity Receiving Award	<input type="text" value="Gila County"/>		
Amount of Award	<input type="text" value="\$26,195.00"/>		
Funding Agency	<input type="text" value="Governor's Office of Energy Policy"/>		
CFDA number	<input type="text" value="81.042"/>		
Award Title	<input type="text" value="AZ Low-Income Weatherization Assistance"/>		
Location: City	<input type="text" value="Globe"/>	State	<input type="text" value="AZ"/>
		Congressional District	<input type="text" value="1"/>
DUNS number	<input type="text" value="24071339"/>		

- 1) Is 80% or more of annual gross revenues from Federal awards?    Yes  No
- 2) Do you receive \$25 million or more annually from Federal awards?    Yes  No

**If you answered Yes to both questions, you must provide the following:**

Names and Total Compensation of Top Five paid executives:

1#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
2#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
3#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
4#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
5#: Name	<input type="text"/>	Total Compensation	<input type="text"/>

**ARF-854**

**Consent Agenda Item 3- B**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

**Submitted For:** Malissa Buzan

**Submitted By:** Cecilia Bejarano, Community Services Division

**Department:** Community Services Division **Division:** Comm. Action Program/Housing Servs.

**Fiscal Year:** 7/1/2011 - 6/30/2012 **Budgeted?:** Yes

**Contract Dates** Upon signature by both parties **Grant?:** Yes  
**Begin & End:** through 6/30/2012

**Matching** No **Fund?:** New  
**Requirement?:**

**Presenter's Name:**

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Information

Request/Subject

Weatherization Low-Income Assistance Agreement OEP Contract No. LW-ESA-12-2182-02

Background Information

For the past 10 years, the Gila County Division of Community Services, Weatherization Program has applied for and received low-income weatherization dollars to serve the low income population of Gila County. The weatherization Program is the designated agency that provides weatherization services through the State of Arizona, Governor's Office of Energy Policy.

The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. The recipients of this program also benefit by using less utilities, therefore saving money on their utility bills.

This contract will allow the Weatherization Program to continue these services.

Evaluation

Funding from this contract will allow weatherization services to continue to be provided to eligible citizens residing in Gila County that meet program income eligibility. Besides providing services to County residents, funding from this contract will also help many local contractors that are struggling to keep their business in operation and keeping staff employed during these uncertain economic times. All contractors utilized to provide services are required to become Building Pressure Institute certified.

Conclusion

By approving this Agreement, Gila County Weatherization Program will receive funding to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Community Action Program, Housing Services Manager recommends that the Board of Supervisors approve this Agreement.

Suggested Motion

Approval of a Weatherization Low-Income Assistance Agreement (OEP Contract No. LW-ESA-12-2182-02) between the State of Arizona Governor's Office of Energy Policy and Gila County (Division of Community Services, Weatherization Program) to receive funding from the Low-Income Home Energy Assistance Program in the amount of \$135,693 to continue to provide weatherization services to eligible citizens residing in Gila County, effective upon signature by both parties and continue through June 30, 2012.

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Attachments

Weatherization Low-Income OEP Contract NO. LW-ESA-12-2182-02

**WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT**

**BETWEEN**

**STATE OF ARIZONA  
GOVERNOR'S OFFICE OF ENERGY POLICY**

**and**

**GILA COUNTY**

**THIS Weatherization Low-Income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the State of Arizona, Governor's Office of Energy Policy ("OEP"), located at 1700 West Washington, Suite 220, Phoenix, Arizona 85007, and Gila County, Office of Community Services ("Contractor"), located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.**

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

WHEREAS, A.R.S. §11-201 authorizes the Gila County Government to execute and administer contracts.

**WHEREAS**, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the U.S. Department of Health and Human Services (HHS) Low-Income Home Energy Assistance Program ("LIHEAP"), authorized under Title XXVI of the Omnibus Budget Reconciliation Act of 1981, as amended (Pub. L. No. 97-35, as amended and codified at 42 U.S.C. 8621-8629) passed through the OEP from the Arizona Department of Economic Security (DES) through an Interagency Service Agreement dated June 24, 2011.

In consideration of the representations and obligations hereunder, the OEP and Contractor agree as follows:

**I. PURPOSE OF THE AGREEMENT**

The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

**II. TERM OF CONTRACT**

This AGREEMENT shall become effective upon signature by both parties and continue through June 30, 2012, unless terminated, cancelled or extended as otherwise provided herein. Pre-award cost expenses are allowable beginning July 1, 2011 if the pre-award expenses are submitted with the Contractor's first monthly reimbursement request pursuant to the requirements listed in Section V, subsection C.

**III. CONTRACT TYPE**

Cost Reimbursement Sub-Grant.

**IV. CONTRACT BUDGET**

- A. The total LIHEAP budget for this AGREEMENT shall not exceed **\$135,693.00**.
- B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

**V. SCOPE OF WORK**

**A. GENERAL REQUIREMENTS**

Contractor shall implement weatherization services under the terms of this AGREEMENT in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Contractor's service delivery area.

**B. SPECIFIC REQUIREMENTS**

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

**C. METHOD OF PAYMENT**

- 1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.
- 2. All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.
- 3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting LIHEAP funds during the term of the AGREEMENT.
- 4. The Contractor shall submit to the OEP no later than the twelfth (12<sup>th</sup>) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.
- 5. Reimbursement
  - a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the

Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

- *Completed/Submitted Jobs listing attached* (Attach list)
  - *Completed/Submitted Jobs listing sent via email to [ebillings@az.gov](mailto:ebillings@az.gov)* (Send list by email to Evelyn Billings)
  - *No Completed/Submitted jobs this month* (No list is required)
- b. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, the OEP will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

D. **REPORTS**

1. **Weatherization Program Database Website**
  - a) For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.
  - b) No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.
2. **List of Client Jobs**
  - a) A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to [ebillings@az.gov](mailto:ebillings@az.gov) or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:
    - *Completed/Submitted Job listing attached*
    - *Completed/Submitted Job listing sent via email to [ebillings@az.gov](mailto:ebillings@az.gov)*
  - b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:
    - *No Completed/Submitted jobs this month*
3. **Financial Report Form**
  - a) The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.
4. **Monthly Detailed Expense Financial Reports**
  - a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

5. Report Submittal Requirements

- a) The Payment Request Form and Financial Report Form shall be mailed to the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.
- b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.
- c) Final reports shall be submitted no later than July 26, 2012.

E. SUBMITTAL ADDRESS

All Payment Request Forms and Report Forms must be directed to:

**Governor's Office of Energy Policy  
1700 W. Washington, Suite 220  
Phoenix, Arizona 85007**

F. SERVICE TERRITORY

Gila County, excluding tribal organizations.

VI. REGULATION REQUIREMENTS

- A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt.440, and the OEP, in conjunction with the Arizona Department of Economic Security.
- B. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.

VII. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

A. Eligible Population and Certification of Eligibility

Contractor is responsible to follow the current DES LIHEAP Policy Manual requirements as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

B. Income Eligibility

- 1. Income level is determined by DES for LIHEAP qualification in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.
- 2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI), are automatically eligible for Weatherization assistance.

C. Priority

Priority shall be given to identifying and providing weatherization assistance to the following households:

- 1. Elderly persons
- 2. Persons with disabilities
- 3. Families with children
- 4. High residential energy users and households with a high energy burden

**VII. PROHIBITION AGAINST WEATHERIZATION SERVICES**

**Dwelling Units**

1. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this AGREEMENT.
2. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this AGREEMENT.

**IX. PRIOR WRITTEN APPROVAL REQUIREMENTS**

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over \$4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

**X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS**

Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this AGREEMENT.

**XI. HISTORIC PRESERVATION:**

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the OEP and the State Historic Preservation Officer ("SHPO") have developed a Statewide Programmatic Agreement ("PA"). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at: <http://www.azenergy.gov/HistoricPreservation.aspx>. Additional

information is also available at the U.S. Department of Energy website: [http://www1.eere.energy.gov/wip/historic\\_preservation.html](http://www1.eere.energy.gov/wip/historic_preservation.html).

**XI. INVENTORY**

The Contractor shall maintain a current list of all non-expendable inventory equipment, with an individual cost of \$500 and over, which has a useful life of more than a year, and is available for use in Weatherization. This list shall include:

1. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data - date and method of disposal

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

**XIII. PROPERTY**

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

The Contractor shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through an AGREEMENT with the OEP. Equipment and vehicles no longer required for program operation shall be reported to the OEP prior to disposition. When the AGREEMENT is terminated, the disposition of all inventory acquired with AGREEMENT funds shall be determined as follows:

- A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.
- B. The OEP may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the OEP.
- C. The OEP may take possession of the inventory.

**XIV. CLIENT FILE REQUIREMENTS**

**A. Separate File**

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this AGREEMENT. The client file shall be retained by the Contractor for a minimum of five years and be available for inspection by representatives of the OEP with reasonable advance notification.

B. Program Application Form

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

C. Fuel Information Release Form

A fuel information release form signed by the applicant to allow the Contractor or the OEP to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release does not affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

D. Rental Properties

Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

### SPECIAL TERMS AND CONDITIONS

**XV. DUNS/CCR**

The Contractor is required to provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number for the fiscal agent; and proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the AGREEMENT. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.bpn.gov/ccr/default.aspx>.

**XVI. FFATA REPORTING REQUIREMENTS**

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252), the Contractor is required to provide information, as applicable, in Exhibit C, incorporated by reference and attached. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov)

**XVII. SINGLE AUDIT:**

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

If your organization does not have a recently completed audit, submit the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents to the OEP.

**XVII. MONITORING REQUIREMENTS:**

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

**XIX. AUDIT TRAILS:**

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

**XX. FUND MANAGEMENT:**

The Contractor must maintain funds received under this AGREEMENT in separate ledger accounts and cannot mix these funds with other sources. Contractor must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Contractor must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** – it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The OEP reserves the right to review all business systems policies.

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**XXI. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

**XXI. INDEMNIFICATION:**

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

In addition, the other governmental entity shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**XXII. INSURANCE REQUIREMENTS**

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

The insurance requirements herein are minimum requirements for this AGREEMENT and in no way limit the indemnity covenants contained in this AGREEMENT. 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 AGREEMENT 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. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

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

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

liability coverage.

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

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

## 2. Business Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- 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”.***
- 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

Worker’s Compensation	Statutory
Employer’s 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 AGREEMENT is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this AGREEMENT; 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 AGREEMENT 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 AGREEMENT.

**B. ADDITIONAL INSURANCE REQUIREMENTS**

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

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

**C. NOTICE OF CANCELLATION**

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. ~~Such notice shall be sent directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator, 1700 West Washington, Suite 220, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.~~

**D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE**

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 220, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

**F. SUBCONTRACTORS**

Contractor's 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 AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

**H. EXCEPTIONS**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**XXIV. POLLUTION OCCURRENCE INSURANCE**

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do

remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

**XXV. AMENDMENTS OR MODIFICATIONS**

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, 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 OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. Without limit, Administration Costs funds may be moved to Program Operations as long the Budget Total is not exceeded as listed in Exhibit A - Budget. Any change shall be made in consultation with and approved in writing by the OEP Weatherization Program Manager but shall not require a formal amendment.

**XXVI. SUBCONTRACTORS**

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

**XXVII. LOBBYING**

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

**XXVIII. APPLICABLE LAW**

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

**XXIX. LICENSES**

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

**XXX. NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event 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, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

**XXXI. ARBITRATION**

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

**XXXII. INVALIDITY OF PART OF THIS AGREEMENT**

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

**XXXIII. CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any AGREEMENT, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any capacity or a consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

**XXXIV. AUDIT OF RECORDS**

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XXXV. SUSPENSION OR DEBARMENT CERTIFICATION:**

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

**XXXVI. TERMINATION:**

The OEP reserves the right to terminate the AGREEMENT at any time, 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 pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT 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 termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**XXXVII. 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. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XXXVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The Contractor assigns to the OEP any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this AGREEMENT.

**XXXIX. PROGRAM REVIEW AND SITE VISITS**

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

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**XL. RIGHTS IN DATA**

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

**XLI. HEALTH & SAFETY**

The nature of the work to be performed under this AGREEMENT is inherently hazardous. In performance of work under this AGREEMENT, the Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

**XLII. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES**

The Contractor or Subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29 U.S.C. 651-678).

**XLIII. ENTIRE AGREEMENT**

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

**XLIV. 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 AGREEMENT. This provision applies to work performed by subcontractors at all tiers. Contractor shall declare all anticipated offshore services to the OEP.

**XLV. 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 AGREEMENT. The State shall retain the right to perform random audits of the 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 AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XLVI. E-VERIFY REQUIREMENT**

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. 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 AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:

<http://www.uscis.gov/ncrtal/site/uscis/menu/item.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM100004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM100004718190aRCRD>

**XLVI. 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. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XLVII. ATTORNEY FEES**

In any litigation arising out of this Agreement, each party shall bear all of its own attorneys' fees.

**XLIX. NOTICES**

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

**If to CONTRACTOR:**

Gila County  
Office of Community Services  
5515 South Apache Avenue, Suite 200  
Globe, AZ 85501

Contractual/Financial Contact

Malissa Buzan  
Housing Services Manager  
PHONE 928-402-8693  
FAX 928-425-9468  
EMAIL [mbuzan@co.gila.az.us](mailto:mbuzan@co.gila.az.us)

Program/Technical Contact

Malissa Buzan  
Housing Services Manager  
PHONE 928-402-8693  
FAX 928-425-9468  
EMAIL [mbuzan@co.gila.az.us](mailto:mbuzan@co.gila.az.us)

**If to the OEP:**

The Governor's Office of Energy Policy  
1700 W. Washington, Suite 220  
Phoenix, AZ 85007

Contractual/Financial Contact

Evelyn Billings  
Grants Administrator  
PHONE 602-771-1141  
FAX 602-771-1203  
EMAIL [ebillings@az.gov](mailto:ebillings@az.gov)

Program/Technical Contact

OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA  
GOVERNOR'S OFFICE OF ENERGY POLICY

By Leisa B. Brug  
Leisa B. Brug  
Director  
Or Authorized Signatory

Date: 9/7/11

Travis Price  
Travis Price  
Compliance, Finance & Procurement Manager  
Office of the Governor

Date: 9/8/11

GILA COUNTY

Board of Supervisors  
Chairman  
Tommie C. Martin  
Printed name

Date: \_\_\_\_\_

Chief Deputy County Attorney

\_\_\_\_\_  
Signature Date  
Bryan B. Chambers  
Printed name

<b>Exhibit A - Budget</b>	
<b>GILA COUNTY</b>	
<b>LIHEAP Weatherization Program Budget</b>	
<b>OEP Contract Number LW-ESA-12-2182-02</b>	<b>LIHEAP TOTAL BUDGET</b>
<b>Contract term to 6-30-2012</b>	
<b>1. Administration Costs</b>	<b>\$7,142.00</b>
<b>2. Program Operations</b>	<b>\$128,551.00</b>
<b>Budget Total</b>	<b>\$135,693.00</b>

**EXHIBIT B**

**WEATHERIZATION**  
**PROGRAM REQUIREMENTS**

**JULY 1, 2009**  
**EDITION**

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## **INSTALLATION MEASURES**

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy(OEP).

## **ENERGY AUDIT PROCEDURE**

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather record and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

- A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.
- The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.
- The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.
- A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.
- A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

## **COST EFFECTIVENESS PROCEDURE**

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

- The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one.
- The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.
- The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.
- Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.
- Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

**CLIMATE ZONES**

Arizona Climate Zones used for the Cost Effective Priority Lists can be found at <http://www.azenergy.gov>

**FUEL SWITCHING**

The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 1**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 1 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Fossil Fuel Heating**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

### **Homes Electric Heating (Heat Pump or Electric Resistance)**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 2**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 2 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Refrigeration Cooling**

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgrade with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Homes with Evaporative Cooling**

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100 or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 3**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 3 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

#### **Home with Fossil Fuel Heating**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

#### **Homes Electric Heating (Heat Pump or Electric Resistance)**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 4**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 4 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Refrigeration Cooling**

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Homes with Evaporative Cooling**

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Homes with Inoperable Forced Air Fossil Fuel Furnace**

- Upgraded to a 90+ AFUE furnace.

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 5**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 5 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Fossil Fuel Heating**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

### **Homes with Electric Heating (Heat Pump or Electric Resistance)**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 6**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 6 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Refrigeration Cooling**

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Homes with Evaporative Cooling**

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 1**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 1 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

#### **Priority list for Mobile Homes with Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$28 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

#### **Priority list for Mobile Homes with Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$32 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 2**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 2 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Mobile Homes with Refrigeration Cooling**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Jalousie windows retrofit (installed cost of under \$9 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$8 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Jalousie windows retrofit (installed cost of under \$6 per square foot).
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 3**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 3 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

#### **Mobile Homes with Refrigeration Cooling and Fossil Fuel Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$15 per square foot).
- Water heater wrap (where allowed).

#### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$20 per square foot).
- Water heater wrap (where allowed).

#### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$20 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

#### **Mobile Homes with Evaporative Cooling Only and Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$14 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 4**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 4 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Mobile Homes with Refrigeration Cooling and Heat Pump or Fossil Fuel Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Jalousie windows retrofit (installed cost of under \$9 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER Heat Pump.
- Jalousie windows retrofit (installed cost of under \$12 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$8 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Housing Type Three: Mobile Homes with Evaporative Cooling and Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$6 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 5**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 5 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

#### **Mobile Homes with Refrigeration Cooling and Fossil Fuel**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$16 per square foot).
- Water heater wrap (where allowed).

#### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$24 per square foot).
- Water heater wrap (where allowed).

#### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$24 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

#### **Mobile Homes with Evaporative Cooling and Fossil Fuel**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$15 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 6**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 6 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Mobile Homes with Refrigeration Cooling and Heat Pump or Fossil Fuel Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Jalousie windows retrofit (installed cost of under \$8 per square foot).
- Water heater wrap (where allowed).

### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER heat pump.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Jalousie windows retrofit (installed cost of under \$10 per square foot).
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Heat Pump or Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$4 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$6 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## GENERAL WASTE HEAT ITEMS

### ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

#### Domestic Hot Water

- Adjustment of the hot water temperature to 120 degrees if approved by the client.
- Replacement of existing showerhead, which exceeds a flow rate of 2.5 GPM, with a low-flow replacement showerhead if approved by the client.
- Faucet aerators

#### Space Heating and Cooling Systems

- Equipment maintenance and tune-up.
- Heating or Cooling System setback thermostat(s) for people with mobility problems or other extenuating circumstances, which make it difficult for them to manually adjust thermostat set points.

#### Existing Evaporative Coolers

- General evaporative cooler tune-ups.
- Replacement of a single speed evaporative cooler motor with a listed two-speed motor.

#### Base Load Items

- Replacement of incandescent light bulbs, which are on for at least one hour per day, with an ENERGY STAR qualified compact fluorescent bulbs that emit the same amount of light.
- Replacement of Refrigerators following the procedure established by the WAP program.

#### Door Replacement

- Door replacement can be completed on a limited basis.

## DURABILITY MEASURES

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

## PRESSURE DIAGNOSTIC PROCEDURE

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs. Pressure Diagnostic Decision Tree

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

### Level One: Homes with Central Forced Air Heating or Cooling

- The **complete** pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

### Level Two: Homes with No Central Forced Air Heating or Cooling

- The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.
- **Possible cost effective envelope sealing:** Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

- **Combustion appliance zone testing:** The Worst Case Pressure Test must be performed in **all** zones that contain a combustion appliance.

### **Testing Procedure**

When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE**. If a test is not performed, documentation must be provided in all cases stating the rationale for not following the testing procedure.

1. Initial air leakage and room pressure tests
2. Duct repair
3. Envelope air sealing
4. Room pressure balancing

#### **1. Initial Air Leakage and Room Pressure Tests:**

These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

- A. Perform a complete energy audit and combustion safety test of the house. **No pressure testing or air sealing can be done until the required combustion safety procedure is completed.**
- B. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of  $-3$  Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of  $-3$  Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed, no air sealing or duct repair can be completed.**
- C. Perform zonal pressures and record the results.
- D. Perform initial Whole House CFM50 Test and record the results.
- E. Perform Pressure Pan Test and record initial pressure difference.
- F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

#### **2. Duct Repair Procedure:**

- A. Duct repair can only be performed under the supervision of a trained technician.
- B. **In all cases, air sealing can only be performed in conjunction with pressure diagnostics.**
- C. The Health and Safety Policy must be followed at all times.
- D. Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).
- D. After initial duct repair is performed, evaluate if additional duct repair is possible.
- E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

#### **3. Envelope Air Sealing Procedure:**

- A. All duct repairs must be completed before envelope air sealing.
- B. Envelope air sealing can only be performed under the supervision of a trained technician.
- C. **In all cases, air sealing can only be performed in conjunction with pressure diagnostics.**
- D. The Health and Safety Policy must be followed at all times.
- E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.
- F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).
- G. Once air sealing is completed, perform final Whole House CFM50 Test and record results.

#### **4. Room Pressure Balancing:**

- A. All duct repair and air sealing must be completed before room pressure balancing.
- B. Room pressure balancing can only be performed under the supervision of a trained technician.
- C. **In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.**
- D. The Health and Safety Policy must be followed at all times.
- E. Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.
- F. Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.
- G. Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if addition pressure balancing is needed.
- H. Once pressure balancing is completed, repeat room pressure tests and record results.

#### **Economics**

The cost effectiveness of pressure diagnostic and repair is to be based on a comparison of the present value of the reduced air leakage and the cost (labor and materials) to achieve the reduction. The values in the following tables are designed to provide general guidance on the present value of air leakage control.

#### **Infiltration**

The following table gives the present value of reducing the infiltration rate by 100 CFM50 for a typical weatherized home.

Present value of 100 CFM50 reduction	Climate Zone 1	Climate Zone 2	Climate Zone 3	Climate Zone 4	Climate Zone 5	Climate Zone 6
	\$160	\$40	\$90	\$40	\$90	\$40

#### **Duct Leakage**

The following table gives the present value of reducing duct leakage by 100 CFM50 for a typical weatherized home.

Present Value of 100 CFM reduction	Climate Zone 1	Climate Zone 2	Climate Zone 3	Climate Zone 4	Climate Zone 5	Climate Zone 6
Heating	\$600	\$90	\$345	\$95	\$385	\$50
Cooling*	\$10	\$450	\$80	\$300	\$100	\$570

\*If a home has only evaporative cooling, only the heating values will be realized in duct repair.

#### **COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES**

The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

**Note: Gas/propane stoves cannot be replaced utilizing DOE funds.**

#### **Carbon Monoxide Tests**

Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.

For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

**Spillage and Draft Tests**

Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2' downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

**Acceptable Draft Test Ranges**

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	- 2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

**Acceptable Appliance Spillage Periods**

Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

**Gas Supply Safety**

The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

**Combustion Air**

Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.

The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area times height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

### **Heat Exchanger Safety Checks**

Tests for possible cracked heat exchanger must be performed on all systems possible.

### **HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY**

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

#### **Repair/Replacement**

Replacement of inoperable equipment is allowed under the following conditions.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.
- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Replacement of the equipment is also justified if there is a high probability that the repaired equipment will fail again in the near term.

#### **Sizing and Installing HVAC Equipment**

- Minimum HVAC efficiencies:
  - AC: 13 SEER
  - Heat Pump: 13 SEER and 7.7 HSPF
  - Combustion furnace: 80% AFUE.
- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
  - Refrigerant charge shall be installed per the manufacturer's specifications.
  - Indoor and outdoor units shall be "matched" according to the ARI Directory.

#### **Evaporative Cooler Installation**

It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is allowed.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

#### **Installation of Forced Air Distribution Systems**

- All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines.
- All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.
- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

#### **Repair of Existing Air Distribution Systems**

All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

#### **Duct Installation / Repair Techniques**

##### **A. Flex ducts**

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.

- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

#### B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

#### C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

#### D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.
- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.
- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.
- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

#### E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over 1/4 inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

#### F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

#### Duct Product Guidelines

- All new ductwork will be a minimum of R-8.
- Duct sealing materials shall have both excellent cohesive and adhesive qualities.

- Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.
- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

## **INSULATION STANDARDS**

### **Installation of Insulation**

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

- Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.
- Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.
- Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.
- Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.
- Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.
- Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.
- Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.
- Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

## **RENEWABLES**

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility.

### **Cost Effectiveness**

Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

### **Product Guidelines**

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statutes (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

### **FINAL INSPECTION REQUIREMENTS**

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector not directly involved with the completion of the job.

The final inspection shall verify that the house characteristics reported are correct.

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

## **HEALTH AND SAFETY PLAN**

### **PURPOSE**

To establish the policies and procedures under which health and safety concerns are addressed in the Weatherization Assistance Program (WAP).

### **GOAL**

To ensure energy savings are the result of Weatherization Assistance Program actions while promoting a healthy and safe environment for clients and WAP workers and contractors.

### **SCOPE**

Energy-related health and safety concerns need to be remedied before, or because of, the installation of weatherization materials. Therefore, energy-related health and safety hazards associated with weatherization activities may be remedied or prevented with DOE funds. Measures and their costs must be reasonable and must not seriously impair the primary energy conservation purpose of the program.

The Health and Safety Procedures are applicable to all activities under the WAP.

Total expenditures on Health and Safety are subject to budget limitations.

### **A. Grantee Health & Safety**

OEP – WAP field monitors will follow all applicable health and safety rules with respect to the conduct of their on-site job visits including the use of face masks, hard hats, appropriate footwear, and such other applicable attire and equipment so as to minimize personal risks.

## **B. Crew and/or Contractor Health & Safety**

Arizona sub-grantees and their contractors will comply with Occupational Safety and Health Administration (OSHA) requirements in all weatherization activities.

The costs for sub-grantees to comply with OSHA requirements (action items and measures that DOE funds and receives credit for) may be charged under health and safety, tools and equipment, incidental repairs, etc. The cost category selected will be charged consistently throughout the state (from agency to agency) for the same activity.

Because of the wide range of activities involved in weatherizing a house, ensuring crew health and safety requires a broad knowledge of the appropriate OSHA requirements. Some of these requirements include, but are not limited to: respirator protection, techniques for safely lifting heavy objects, electrical equipment safety, ladder safety, and general worker protection. OSHA standards should be consulted for further details.

Other useful information includes Material Safety Data Sheets (MSDS) that identify potential health risks and describe the proper use, handling, and storage of a wide variety of materials, including some common weatherization materials. MSDS also recommend personal protective equipment and address first aid measures.

## **C. Client Health and Safety**

Weatherization services can be provided in a manner that minimizes risk to workers and clients. Although the Weatherization Assistance Program does not provide all the solutions, awareness of potential hazards is essential to providing quality services. A list of the more common hazards and DOE's preferred approach to them are discussed in Section D. Other energy-related hazards should be considered on a case-by-case basis

Grantees and sub-grantees are required to take all reasonable precautions against performing work on homes that will subject workers or clients to health and safety risks. If there is any doubt that weatherization work can be conducted in a manner that is safe for all parties concerned, the subgrantee must not proceed further.

Before beginning work on the residence, sub-grantees will take into consideration the health concerns of each occupant, the condition of the dwelling, and the possible effect of work to be performed on any particular health or medical condition of the occupants. When a person's health is fragile and/or the work activities would constitute a health or safety hazard, the occupants at risk will be required to leave the home during these work activities or the work will be suspended until such a time as it can be performed appropriately.

## **D. Potential Hazard Considerations**

### **1. Biological**

Removal of mold, odors, viruses, bacteria, unsanitary (including raw sewage) conditions, and rotting wood is not a Weatherization responsibility; however, subgrantee frequently encounter these conditions. DOE funds may be used if these conditions must be remedied to allow effective weatherization work and/or to assure the immediate or future health of workers and clients. OEP – WAP requires that its sub-grantees seek prior approval to proceed before attempting to weatherize such dwellings with *Biological* problems.

Arizona sub-grantees will exercise caution when selecting air tightness limits for dwellings with these problems. Since these conditions are often related to moisture, Arizona sub-grantees may use DOE health and safety funding to acquire moisture detection instruments. Sub-grantees should incorporate moisture detection into their initial energy audits. If necessary, weatherization services may need to be delayed until moisture problems can be corrected by other funding sources.

### **2. Combustion Appliances and Combustion Gases**

The following policy must be strictly adhered to when completing Weatherization work. If any house fails these program safety standards and the problem cannot be remedied, the homeowner must be notified in writing and a copy placed in the client's file.

- Perform air sealing and duct repair **only** in conjunction with pressure diagnostics to ensure that sufficient ventilation and draft rates are maintained in the home.

- A UL listed carbon monoxide detector (Underwriters Laboratories 2034-98) shall be installed in all structures with an attached garage or a combustion appliance located in the conditioned space.
- Research and follow the local health and safety codes and standards dealing with residential ventilation requirements for occupants and combustion equipment.
- No air sealing (including duct repair) should be done if there is a high pollution source, such as a non-vent combustion heater, that can't be removed.
- No air sealing (including duct repair) should be done if there are existing health and safety problems in the home.
- No air sealing (including duct repair) should be done if there is Carbon Monoxide (CO) present in the flue gases higher than 100 PPM.
- No air sealing (including duct repair) should be done if there is a possible gas leak.
- No air sealing (including duct repair) should be done if CO is greater than 9 PPM in the living space.
- If CFM50 is less than 1500 CFM for the home or 300 CFM per person (whichever is greater), the homeowner must be advised of the tightness of the home. Any further air sealing (including duct repair) may require that an active ventilation strategy be employed.
- Under normal operating conditions, an air handler cannot create room pressures with a magnitude of - 3.0 Pascal's, or greater with reference to outside, anywhere in a combustion appliance zone.
- Corrective action must be completed before or in conjunction with air sealing (including duct repair) if a negative pressure of 3 Pascal's or greater exists or is produced by repair work in a combustion appliance zone.
- Flame change is an indication of a cracked heat exchanger - no air sealing (including duct repair) should be done until the problem is fixed.
- If spillage of flue gases occurs for more than one minute - no air sealing (including duct repair) should be done until the problem is fixed.
- If draft is low, it must be fixed before air sealing (including duct repair) is completed.

**IF THE CONDITIONS DESCRIBED BELOW CONCERNING COMBUSTION AIR ARE NOT MET, NO AIR SEALING (INCLUDING DUCT REPAIR) SHOULD BE DONE:**

- In homes of ordinary tightness insofar as infiltration is concerned, all or a portion of the air for fuel-burning appliances may be obtained from infiltration when the requirements for 50 cubic feet per 1000 Btu/hr input is met. Two openings are required and one shall be within 12 inches of the bottom of the space containing the combustion equipment. Openings shall allow space to communicate with the rest of the house. A minimum free area of one square inch per 1000 Btu per hour (or 100 square inches, which ever is greater) of the total input rating of all gas utilization equipment in the space, shall be provided.
- In all cases where combustion air is from inside the home, the homeowner must be made aware of this and sign the Health and Safety Waiver before any air sealing or duct repair is completed.  
(Note: If this method is used, special attention must be given to zonal and draft pressures. In buildings of unusually tight construction, combustion air shall be obtained from outside.)

- In homes that receive combustion air from outside the conditioned space, two openings are required. One shall be within 12 inches of the top and one within 12 inches of the bottom of the space containing the combustion equipment. The openings shall communicate directly, or by ducts, with the outdoors or spaces (crawl or attic) that communicate with the outdoors.
- The following guidelines must be met when determining the minimum free area for combustion air openings:
- Openings directly communicating with the outdoors shall provide one square inch per 4000 Btu per hour of the total input of all gas utilization equipment in the space.
- Openings communicating to outdoors with vertical ducts shall provide one square inch per 4000 Btu per hour of the total input of all gas utilization equipment in the space.
- Opening communicating to outdoors with horizontal ducts shall provide one square inch per 2000 Btu per hour of the total input of all gas utilization equipment in the space.

(NOTE: If the free area is not known because of louvers or screens, double the required opening size. **IF THESE NFPA 54 NATIONAL FUEL GAS CODE REQUIREMENTS ON COMBUSTION AIR ARE NOT MET, THEN NO AIR SEALING (INCLUDING DUCT REPAIR) SHOULD BE DONE UNTIL THESE CONDITIONS ARE MET.**)

### 3. Fire Hazards

Combustion appliances and their associated venting systems can also present potential fire hazards. Sub-grantees that accept clients with wood stoves and fireplaces will have procedures to identify potentially dangerous creosote build-up in chimneys and wood stove flues.

It is the sub-grantee's responsibility to ensure that any work on wood stoves and fireplaces conforms with applicable codes in jurisdictions where the work is being performed.

### 4. Existing Occupant Health Problems

Sub-grantees will be sensitive to client health problems that might be exacerbated by weatherization activities.

Sub-grantees will establish procedures to identify pre-existing client conditions (e.g., allergies) and address such problems when they are found. Those procedures should address the manner in which such problems will be identified and the steps to be taken to ensure that weatherization work will not worsen these problems.

### 5. Indoor Air Quality (IAQ)

#### a. Asbestos

General asbestos removal is not approved as a DOE WAP health and safety weatherization cost.

Major asbestos problems should be referred to the Arizona Department of Environmental Quality or to the Environmental Protection Agency (EPA).

Where local agencies work on large heating and distribution systems, including related piping, asbestos removal may be necessary. Removal is allowed to the extent that energy savings resulting from the measure will provide a cost-effective savings-to-investment ratio. This would normally be true with work done on large, multifamily heating systems. Where permitted by code or EPA regulations, less costly measures that fall short of asbestos removal, such as encapsulation, may be used. Removal and replacement of asbestos siding for purposes of wall cavity insulation is permissible if allowed by state and local codes.

#### b. Radon

Where there is a previously identified radon problem, work that would exacerbate this problem should be limited. Radon abatement is not an allowable activity under the Weatherization program. However, those costs associated with taking precautions in a dwelling known to have radon problems are allowable weatherization expenditures. These costs are

allowable if an energy audit indicates that weatherization techniques would help in radon remediation. While sub-grantees should establish sound radon-related strategies, major radon problems should be referred to the appropriate local environmental organization or agency for mitigation or abatement.

### c. Formaldehyde and Volatile Organic Compounds (VOCs)

Formaldehyde vapors may be slowly released by some new carpets, wafer-board, plywood, etc. Some household cleaning agents also emits VOCs. Caution should be taken when selecting air tightness limits in dwellings with VOC problems.

## 6. Lead Paint

Lead Safe Weatherization (LSW) must be applied to all pre-1978 housing unless the house meets EPA's Final Rule Exemptions.

### Exemptions

1. **No Lead-Based Paint will be Disturbed.** LSW must be applied to all pre-1978 housing unless there is existing evidence that the home has been certified as being lead-free or below the lead threshold limit (e.g., for paint containing lead below the regulated level, 1.0 mg/cm<sup>2</sup> or 0.5% by weight). One of the following methods must be used to determine the paint to be disturbed is not lead-based paint: -Written determination by certified lead inspector or risk assessor; *OR*  
-Proper use of EPA-recognized test kit provided agencies (*documenting manufacturer and model of test kit used, description and location of components tested, and test kit results*)  
*Note: Beginning in 2010, tests must be performed by a Certified Renovator, per EPA final rule. Test kits are currently being evaluated but none have been approved to date – updates and approved kits will be posted at <http://www.epa.gov/lead/pubs/renovation.htm>*  
*OR*  
-A State-approved lead-based paint test protocol (e.g., XRF scans verifying absence of lead paint).
2. **Mobile Homes.** Often, interiors of mobile homes were not painted but rather, paneling was applied to the surfaces. Therefore, pre-1978 mobile homes that were not painted by the manufacturer, occupant, landlord, or past owner of the unit before 1978, may be exempt from LSW. However, Weatherization Programs must verify the areas receiving weatherization services have never been painted or were painted for the first time after 1978. If this is not verifiable, then LSW protocols must be followed. Painted exterior surfaces on pre-1978 units should not be drilled, scraped, sanded, or receive any other work that disturbs the paint.
3. **Exempt from training and work practice requirements if owner signs written statement that all apply:**
  - a. No pregnant women resides there; and
  - b. Not a child-occupied facility ("occupied" includes being the child's primary residence or a home that is visited regularly by the same child, under age 6, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visits last at least 6 hours, and the combined annual visits last at least 60 hours).
4. **Housing for the elderly or persons with disabilities** (unless any one or more children under age 6 resides or is expected to reside in such housing for the elderly or persons with disabilities).
5. **Any 0-bedroom dwelling.**
6. **Minor Repair or Maintenance Activities:** Activities that will disturb less than the following square feet of paint surfaces in 30 calendar days (counting all paint surface areas of a removed component):
  - 6 square feet per room for interior activities; or
  - 20 square feet for exterior activities.

But this exemption does *NOT* apply to the following:

- Window replacement.
- Demolition of painted surface areas.
  - Using any of the following:
- Open-flame burning or torching;
- Machines to remove paint through high-speed operation without HEPA exhaust control; or
- Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.

#### **Testing for lead-based paint and lead-based paint residues**

Testing for lead-based paint is not an allowable weatherization expense except, when it is related to the installation of energy efficiency measures. These expenditures must be within the limits set by the state in its Weatherization health and safety plan.

#### **U.S. Department of Energy Minimum Standards for LSW**

Safe Work Practices must be implemented to minimize exposure to hazards for residents and the workers, while allowing Weatherization to occur in a cost-effective manner and to not hinder production. The effort required will be based on the hazard, the work specifications, and customer health issues.

**CHECK:** Federal, state, and local regulations.

- OSHA has rules for worker safety.
- States and local communities may have rules for waste disposal.

**To meet the LSW minimum standards, crews and contractors MUST follow the general principles of working in a lead-safe manner. Best practices for working in a lead-safe manner are available in the benchmark LSW procedures and curriculum and should be reviewed and consistently enforced on LSW jobs.**

#### **A. Requirements**

##### **Client Protection and Notification**

For occupied homes, the Weatherization staff, crew, or contractor must have an adult tenant or homeowner sign an acknowledgement after receiving the pamphlet. The pamphlet can also be sent by certified mail with receipt to be placed in the customer file.

In multi-unit housing, the agency must:

- Provide written notice to each affected unit (notice must describe: general nature and locations of the planned renovation activities; the expected starting and ending dates; statement of how occupant can get pamphlet at no charge); or
- Post informational signs (signs must describe general nature and locations of the renovation and the anticipated completion date) and post the EPA pamphlet. (If pamphlet is not posted then agencies are required to provide information on how interested occupants can review a copy of the pamphlet or obtain a copy at no cost from the Weatherization Program).
- Delivery to owner/occupant. Owner's and/or occupant's signature with acknowledgment or certificate of mailing. The owner/occupant must acknowledge receipt of the EPA pamphlet prior to start of renovation that contains the address of unit undergoing renovation, name and signature of owner or occupant, and the date of signature. It must be in same language as "contract for renovation" for an owner-occupied (or the same language as the lease for occupant of non-owner occupied) target housing.

If the Weatherization Program cannot get a signed acknowledgment (either the occupant is not home or refuses to sign the form), then the self-certification section of the form must be signed to prove delivery.

The acknowledgement form must be filed and remain with the client file for three years from date of signature. In addition to providing a copy of the pamphlet to owners and occupants, designated local agency staff (e.g., intake specialist, auditor, crew chief) must discuss the hazards associated with lead-based paint and lead dust, and describe how they will conduct LSW in the home.

## **Weatherization Worker Protection**

LSW includes these procedures and safety precautions:

- Wear personal protective gear specifically suited for the particular LSW measure. Use the National Institute for Occupational Safety and Health (NIOSH) approved respirators (at least ½ face) with HEPA filters.
- Use disposable overalls (with hood or a disposable painter's cap), gloves (cloth, plastic, or rubber as appropriate), goggles, and disposable shoe/boot covers.
- Keep dust to a minimum and properly contain dust and paint chips to the work area.
- Clean up area during and after work.
- During Weatherization, wash your hands and face frequently, particularly when leaving the work area and especially before leaving the area for the purpose of eating, drinking, or smoking.
- Before leaving a confined work area, remove your protective clothing and protective shoe/boot covers to avoid exposing others.
- Before leaving a confined work area, and before returning tools and equipment to vehicles, clean all tools to avoid exposing others and creating a lead-hazard to the next Weatherization job.
- Get annual medical exams to check blood lead levels. Do non-lead-related work if your blood lead level gets too high.
- Inform your employer if you develop signs of lead poisoning.

## **B. General LSW Work Practice Standards**

- Crews and contractors must take steps to protect occupants from lead-based paint hazards while the work is in-progress using appropriate containment strategies.
- Occupants, especially young children or pregnant women, may not enter the work site. Occupants are allowed to return only after the work is done and the home has passed a visual inspection.
- Occupants' belongings must be protected from lead contamination. This can be done by removing them from the work area or covering them in protective bags and sealing it to prevent dust from getting on the items.
- The work site must be set up to prevent the spread of leaded dust and debris.
- Warning signs must be posted at entrances to the worksite when occupants are present; at the main and secondary entrances to the building; and at exterior work sites. The signs must be readable from 20 feet from the edge of the worksite. Signs should be in the occupants' primary language, when practical.
- The work area must be contained. If containment can not be achieved with occupants in the unit (e.g., work will take several days and involves the kitchen, bathrooms, or bedrooms that can not be sealed off from use), occupants must move out of the unit or the work must be deferred until containment can be achieved.
- Ensure containment does not interfere with occupant and worker egress in an emergency.

## **Prohibited Work Activities**

- NEVER - use reusable cloth or fabric, such as a painter's drop cloth, as protective containment sheeting. Polyethylene and in some cases when working on the exterior garden fabric are the only acceptable protective containment sheeting and must never be reused.
- NEVER - use brooms and shop vacuums for cleanup. Wet cleaning and HEPA vacuums are the only acceptable methods for cleanup.
- NEVER - use a conventional shop vacuum with HEPA filters - only HEPA-designed vacuums are acceptable for LSW.
- NEVER - turn leaded paint into leaded dust by dry scraping or sanding (unless needed around electrical outlets) or grinding, abrasive blasting or planing.
- NEVER - use an open-flame torch or heat gun (above 1100°F) to remove paint or window glazing. Open flame/high heat methods to remove paint create fumes that are dangerous for workers to breathe. Small lead particles created by burning and heating also settle on surrounding surfaces and are very hard to clean up.
- NEVER - allow residents and pets access to the work area while work is underway.
- NEVER - open windows and doors allowing lead dust to float into other parts of the building or outside.
- NEVER - allow furniture and other objects to remain in the Weatherization work area while Weatherization work is being performed unless they are covered and sealed in polyethylene sheeting or bags.

### C. Containment

*Containment is anything that stops any dust or debris from spreading beyond the work area to non-work areas. The level of containment must be determined by the auditor/inspector or supervisor before work is assigned to a crew or contractor. To comply with EPA's LRRPP Rule requirements, a Certified Renovator will be required at the jobsite to assess and set up the containment site.*

Every home and every specific Weatherization measure is unique, therefore the level of containment required will be based on the hazards present, the age of the home, the scope of work activities, and any customer health issues. Although Weatherization jobs require individual assessments, LSW work generally falls into two levels of containment and the related standards are outlined below.

#### Level 1 Containment

Level 1 containment is required in pre-1978 homes when *less than* 6 ft<sup>2</sup> of interior painted surface per room or 20 ft<sup>2</sup> of exterior painted surface will be disturbed.

Level 1 containment consists of methods that prevent dust generation and contains all debris generated during the work process. The containment establishes the work area which must be kept secure.

Measures that *may* fall within this guideline include:

- Installing or replacing a thermostat
- Drilling and patching test holes
- Replacing HEPA filters and cleaning HEPA vacuums
- Changing Furnace Filter
- Removing caulk or window putty (interior)
- Removing caulk or window putty (exterior)
- Removing weather-stripping

#### Level 2 Containment

Level 2 containment is required when Weatherization activities will disturb *more than* 6 ft<sup>2</sup> of interior surface per room or 20 ft<sup>2</sup> of exterior surfaces in homes built prior to 1978. Level 2 containment consists of methods that define a work area that will not allow any dust or debris from work area to spread. Level 2 containment requires the covering of all horizontal surfaces, constructing barrier walls, sealing doorways, covering HVAC registers with approved materials, and closing windows to prevent the spread of dust and debris.

Measures requiring level 2 containment *may* include:

- Drilling holes in interior walls
- Drilling holes in exterior walls, removing painted siding
- Cutting attic access into ceiling or knee walls
- Planing a door in place
- Replacing door jambs and thresholds
- Replacing windows or doors
- Furnace replacements

Additionally, Level 2 containment must *ALWAYS* be used where any of the following is conducted (even if the activities will disturb less than the hazard de minimis levels within the Level 1 category):

- Window replacement
- Demolition of painted surface areas
- Using any of the following:
  - Open-flame burning or torching;
  - Machines to remove paint through high-speed operation without HEPA exhaust control; or
  - Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.

## D. Proper LSW Clean-Up and Debris Disposal

Following the containment standards in the previous section will minimize the level of effort required to properly clean up the job site. All dust, dirt, material scraps, containers, wrappers, and work related debris must be removed from the customer's home. A HEPA vacuum should be used to clean up the work areas. Further cleaning may be necessary based on the hazard.

At the conclusion of the job, once all workers have "cleaned" the work areas thoroughly, Weatherization workers must adhere to the following:

### Safe and Secure Disposal

- Bag and gooseneck-seal all waste in 6-mil plastic bags
- Safely dispose of all waste in accordance with federal, state, and local regulations

### Visual Inspection Verification

Checking the quality of worksite cleanliness is a two-phase process:

- Phase 1: Worker visual inspection during the cleaning process; look for any visible paint chips, dust, or debris as you clean, using proper techniques.
- Phase 2: Supervisor visual inspection after cleanup. There should be no evidence of settled dust following a cleanup effort. If dust is observed, the Weatherization crew must be required to repeat the cleaning.

If work is done outside the house, the grounds around the dwelling and all exterior horizontal surfaces should also be examined visually to make certain that all waste and debris have been removed and that paint chips were not left behind.

### Deferrals

Arizona's WAP sub-grantees will follow the lead-based paint "deferral policy" to determine when it is prudent to defer certain Weatherization work in homes that have either tested positive or are assumed to have lead-based painted surfaces.

- First, the subgrantee should assess the following factors:
  - 1) Is the subgrantee prepared to work with lead-based paint? (i.e., have workers received training in LSW work practices - is the necessary equipment, such as HEPA vacuum cleaners, available; and does the agency's liability insurance cover work with lead-based paint);
  - 2) What is the condition of the painted surfaces in the house that might be specifically disturbed in the course of an allowable weatherization measure? (i.e., are they *seriously* deteriorated);
  - 3) What is the extent to which the specific energy efficiency measures determined by the audit will disturb painted surfaces? (i.e., will the disturbance likely generate dust in excess of OSHA minimums); and,
  - 4) Will the cost of doing LSW work represent a large portion of the total cost, such as to exceed the amount allowed by the state's health and safety plan (which could be the case if large amounts of lead-based paint surfaces will be disturbed)?
- Second, the grantee should determine, based on consideration of the above factors, whether to:
  - 1) Proceed with all the weatherization work, following LSW work practices; or
  - 2) Do some of the weatherization tasks, defer others; or
  - 3) Defer all the weatherization work

Deferral would mean postponing the work either until the Weatherization agency is prepared to work with lead-based paint, or until another funding source has been identified that can finance corrections to the problem LBP area that weatherization can be safely performed.

In cases where extensive LSW would be necessary, agencies are encouraged to arrange with other organizations, which are funded to do lead-based paint hazard control, to perform some of the more costly activities, such as risk assessment or clearance testing. In areas where there are no organizations performing such work, Weatherization agencies may choose to develop their capabilities (purchase of equipment and advanced training for subgrantee crews) for lead-based paint hazard control work, but they may not use DOE Weatherization funds for this purpose. In such a home, regular Weatherization work that does not disturb painted surfaces can be done.

#### **Funding of lead safe weatherization**

Whereas DOE funds may be used to pay for Weatherization activities that disturb lead-based painted surfaces while installing energy efficiency measures or for case-by-case testing, the funds may not otherwise be used for abatement, stabilization or control of lead-based paint hazards, or routine entrance and clearance testing.

However, U. S. Department of Housing and Urban Development (HUD) funds such as Community Development Block Grant (CDBG), lead hazard control programs and HOME Repair and Rehabilitation Program funds may be used to do this work. Also, U. S. Department of Health and Human Services' (HHS) Low-Income Home Energy Assistance Program (LIHEAP), may be used for certain expenses related to Lead Safe Weatherization.

Specifically, for DOE funding, agencies should budget LSW costs under health and safety as a separate cost category, excluded from the calculation of average cost per home. Lead Safe Weatherization costs include labor, material, insurance, training, and equipment.

#### **Liability issues**

Unless an agency has specifically purchased additional insurance to cover pollution occurrences, they probably do not have sufficient insurance for their work as required by the WAP's Program Year 2002 Annual Guidance, **Weatherization Program Notice 02-1**. It is likely that their general liability insurance has a pollution occurrence exclusion.

All Arizona Sub-grantees must have liability insurance that covers work in a home with lead-based paint before any LSW work is implemented. This liability insurance does not and should not cover lead abatement projects.

Abatement projects are extensive projects designed to permanently eliminate the lead-based paint hazard. Only work that HUD refers to as "interim controls" must be covered. It is important to use this policy to demonstrate to the insurer the limited nature of the paint disturbance and the precautions being taken to avoid liability. The cost of such insurance is an allowable DOE expense, and we urge agencies to seek ways to obtain the coverage at reasonable rates.

For insurance shopping purposes, there are features about Weatherization work that local agencies should use in making the case for the lower risk associated with the nature of Weatherization work, especially when compared to lead-based paint abatement and lead hazard control work:

- Weatherization is different from lead hazard control work and involves lesser levels of work associated with painted surfaces. In fact, the disturbance of painted surfaces, by comparison, is minimal and when it happens, is incidental to the purpose of the work - the installation of energy conserving measures.
- In addition, not all weatherization work involves disturbing painted surfaces and some homes are lead free, and so the *risk basis* for insurance rates - unlike insurance for lead hazard control work - should not be based on one hundred percent operations in a lead paint environment for every home weatherized.

DOE is involved with EPA and HUD in continuing discussions with the insurance industry about ways to qualify Weatherization agencies for more favorable rates. We also welcome suggestions from state and local agencies with experience in obtaining reasonable rates for this kind of work, which we will share with the Arizona subgrantees.

## **Training**

Arizona's WAP requires that *when disturbance of painted surfaces is significant*, Weatherization workers will use LSW practices.

Arizona's WAP will provide or recognize prior participation in the following training opportunities to sub-grantee as required, taking into consideration each subgrantees mix of action items and allowable measures:

- LSW workshops provided by trainers who are certified in The HUD Lead Safe Work Practices.
- Peer-to-Peer training.
- Individual agency training on an as needed basis.

All training will utilize the Lead Safe Weatherization curriculum developed by Montana State University.

## **7. Building Structure**

Building rehabilitation is beyond the scope of the Weatherization Assistance Program; however, Arizona Subgrantees frequently encounter homes in poor structural condition. Dwellings whose structural integrity is in question should be referred to the Arizona Department of Housing.

Weatherization services may need to be delayed until the dwelling can be made safe for crews and occupants (see Deferral Standards).

Incidental repairs necessary for the effective performance or preservation of weatherization materials are allowed if the cost of the weatherization material and incidental repair are cost justified by the audit. Examples of these limited repairs include sealing minor roof leaks to preserve new attic insulation and repairing water-damaged flooring as part of replacing a water heater.

## **8. Electrical Issues**

The two primary energy-related health and safety electrical concerns are

- 1) Insulating homes that contain knob-and-tube wiring and
- 2) Identifying overloaded electrical circuits.

Older electric wiring, primarily knob-and-tube wiring, located in a wall cavity or exposed on an attic floor was originally intended by code to have *free air movement* for that would cool the wire when carrying an electric current. Laboratory tests have shown that retrofitting thermal insulation around electric wiring can cause it to overheat, resulting in a fire hazard.

Arizona program policy requires that subgrantees ensure that insulation around knob-and-tube wiring conforms with applicable codes in jurisdictions where the work is being performed.

*Serious electrical hazards exist when gross overloads are present.* Should auditors and crews find such existing problems, they must notify the owner verbally and in writing by the subgrantee WAP program manager.

Weatherization measures that involve the installation of new equipment such as air conditioners, heat pumps, or electric water heaters can exacerbate previously marginal overload problems to hazardous levels. The problem must also be noted in the client file. To the extent that these problems prevent adequate weatherization, the agency should consider repairing them on a case-by-case basis.

## **9. Refrigerant Issues**

The replacement of air conditioners requires subgrantees to ensure that the requirements of the Clean Air Act 1990, section 608, as amended by 40 CFR 82, 5/14/93, be enforced. The appliance vendor, de-manufacturing center, or other entity recovering the refrigerant must possess EPA-approved section 608 types I or universal certification. Subgrantees must ensure they have appropriate protocols in place that comply with all standards relating to the disposal of the existing appliances.

## **10. Other Code Compliance Issues**

It is the subgrantee's responsibility to ensure that weatherization-related work conforms with applicable codes in jurisdictions where the work is being performed.

### **E. Deferral Standards**

The decision to defer work in a dwelling is difficult, but necessary, in some cases. This does not mean that assistance will never be available, but that work must be postponed until the problems can be resolved and/or alternative sources of help are found. Note that subgrantees, including crews and contractors, are expected to pursue reasonable options on behalf of the client, including referrals, and to use good judgment in dealing with difficult situations.

Subgrantees will develop guidelines and a standardized form for such situations. The form will include the client's name and address, dates of the audit/assessment and when the client was informed, a clear description of the problem, conditions under which weatherization could continue, the responsibility of all parties involved, and the client(s) signature(s) indicating that they understand and have been informed of their rights and options.

#### **Deferral conditions may include:**

- The client has known health conditions that prohibit the installation of insulation and other weatherization materials.
- The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the conditions cannot be resolved cost-effectively.
- The house has sewage or other sanitary problems that would further endanger the client and weatherization installers if weatherization work were performed.
- The house has been condemned or electrical, heating, plumbing, or other equipment has been "red tagged" by local or state building officials or utilities.
- Moisture problems are so severe they cannot be resolved under existing health and safety measures and with minor repairs.
- Dangerous conditions exist due to high carbon monoxide levels in combustion appliances, and cannot be resolved under existing health and safety measures.
- The client is uncooperative, abusive, or threatening to the crew, subcontractors, auditors, inspectors, or others who must work on or visit the house.
- The extent and condition of lead-based paint in the house would potentially create further health and safety hazards.
- In the judgment of the energy auditor, any condition exists which may endanger the health and/or safety of the work crew or subcontractor, the work should not proceed until the condition is corrected.

### **REFRIGERATOR REPLACEMENT POLICY**

The following criterion applies to replacement refrigerators:

#### **ELIGIBILITY FOR REPLACEMENT**

Weatherization Program Notice 00-5 lists the types of refrigerators that may be installed with U.S. Department of Energy (DOE) funds. Refrigerators and refrigerator-freezers with manual, automatic, or partial automatic defrost are eligible. Units must comply with UL-250 and with energy efficiency standards established in the National Appliance Energy Conservation Act of 1987 that are periodically updated. New replacement units may not have through-the-door ice or water service since this feature increases energy use.

To qualify for replacement, the refrigerator replacement unit must result in a savings-to-investment ratio (SIR) of 1.0 or greater.

To determine the SIR, one of the following methods must be used to determine the energy use of the existing unit:

- Refrigerator replacement analysis tools that utilize the Association of Home Appliance Manufacturers or other approved refrigerator databases.
- Meter electric usage of the existing unit utilizing an approved meter. A list of approved meters is available from the OEP.

### METERING REQUIREMENTS

- Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.
- Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

### MATERIALS

- New refrigerators shall:
  - Not exceed the size of the replaced unit.
  - Have a minimum 1-year warranty.

### INSTALLATION

- The electrical outlet shall:
  - Provide the voltage specified on the ID plate of the new refrigerator.
  - Be properly grounded and/or protected with a properly functioning GFCI device.
  - Be located within reach of the refrigerator without the use of an extension cord.
  - Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
  - Meet refrigerator manufacturer's specifications for space and clearances.
- The contractor shall:
  - Deliver and install the new refrigerator.
  - Level the unit to ensure proper operation.
  - Ensure that door hinges are on the appropriate side.
  - Instruct the customer on refrigerator operation.
  - Deliver warranties and operating manuals to the customer.
  - Set temperature controls appropriately.

### DISPOSAL

- The contractor shall:
  - Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.
  - Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.
  - Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
  - Remove all packing materials from the customer's premises.

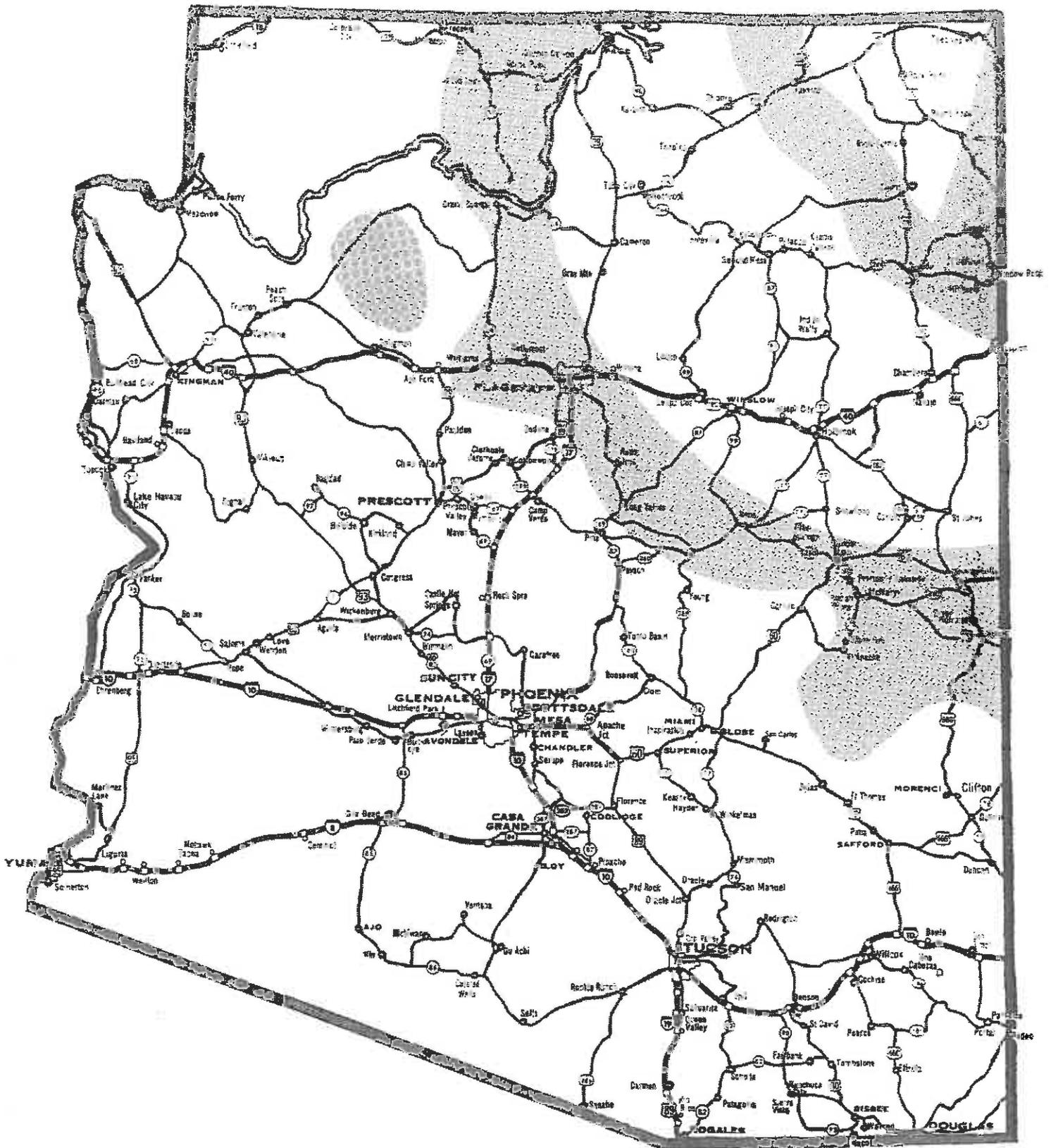
### REPORTING

- The sub-grantee shall record the following information for both the existing and replacement refrigerators:

- Manufacturer (for years available)
  - Brand
  - Year of manufacture
  - Model number
  - Type (e.g., side-by-side, top freezer)
  - Database estimated kWh/yr
- On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
  - Provide saving to Investment Ratio for the replacement refrigerator.

**WRITTEN AUTHORIZATION**

There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.

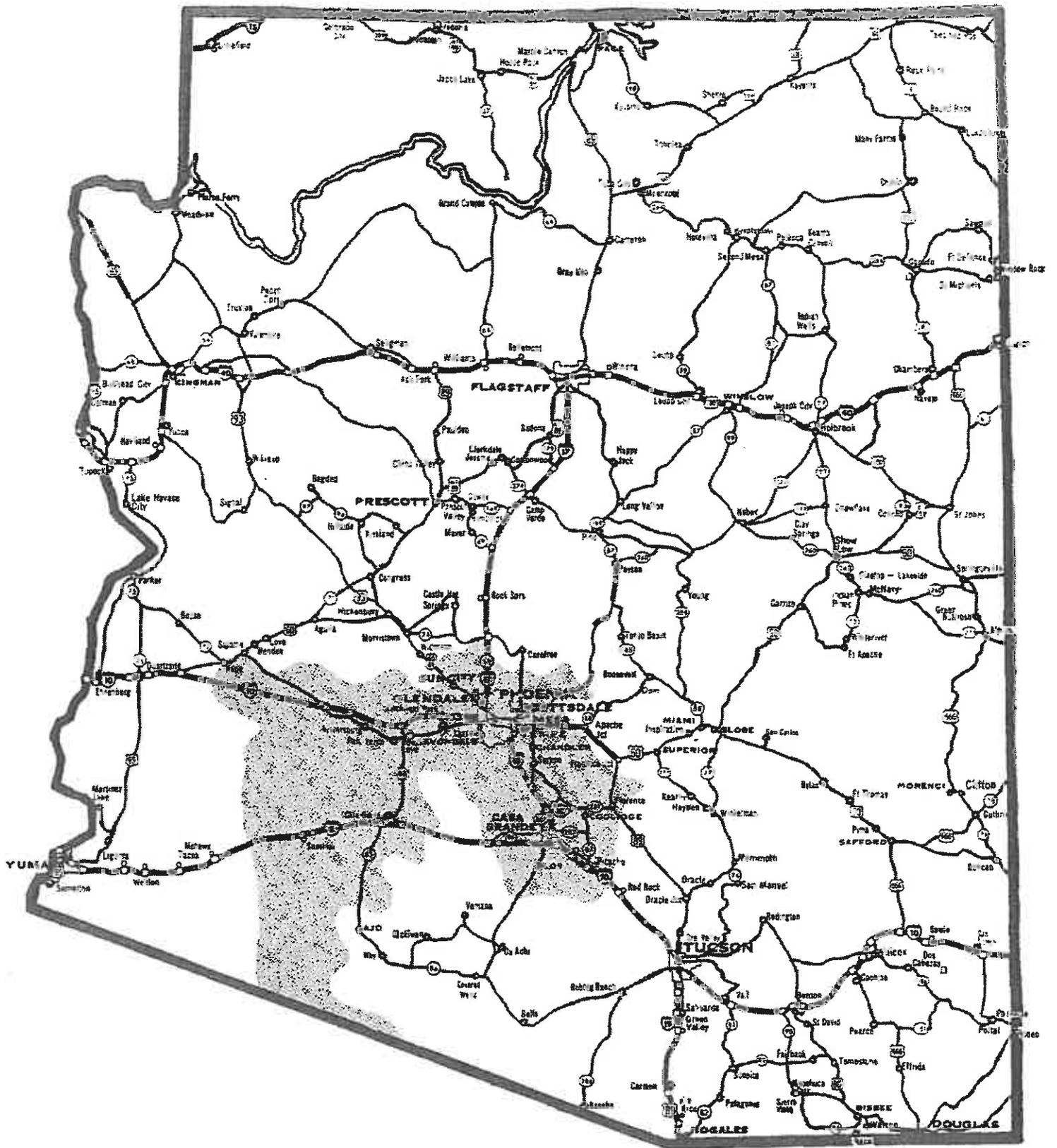


**Climate Zone 1 Locations**

Flagstaff  
 Fort Defiance  
 Grand Canyon  
 Happy Jack  
 Heber

Kayenta  
 McNary  
 Nutrioso  
 Pinetop-Lakeside  
 Show Low

Springerville  
 Whiteriver  
 Williams  
 Window Rock

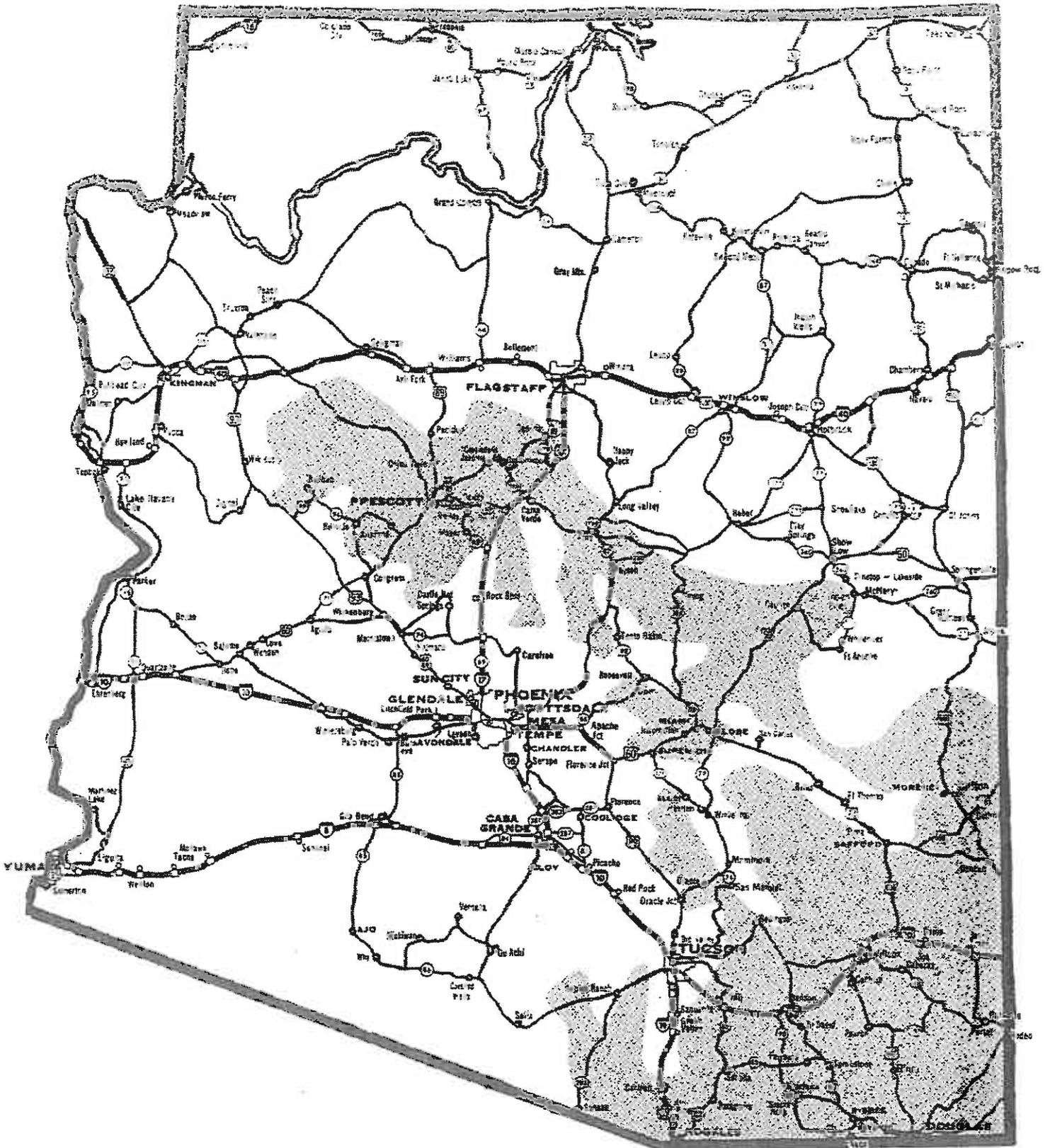


### Climate Zone 2 Locations

Apache Junction  
 Avondale  
 Buckeye  
 Casa Grande  
 Chandler  
 Coolidge

Eloy  
 Florence  
 Gila Bend  
 Glendale  
 Litchfield Park  
 Mesa

Phoenix Area  
 Picacho  
 Scottsdale  
 Sun City  
 Tempe

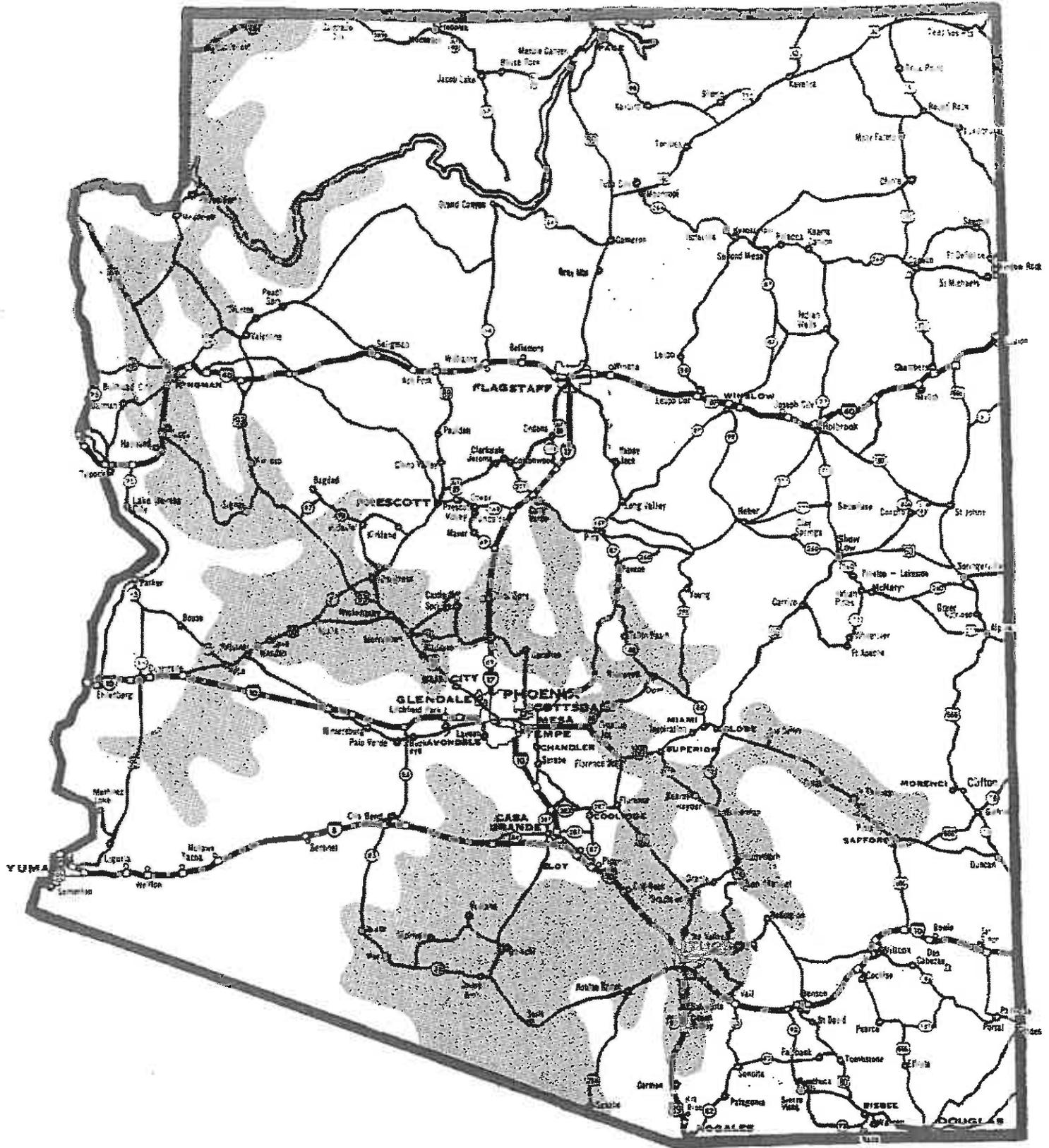


**Climate Zone 3 Locations**

Bagdad  
 Bisbee  
 Campe Verde  
 Chino Valley  
 Clifton  
 Cottonwood

Douglas  
 Duncan  
 Globe  
 Mayer  
 Miami  
 Nogales

Oracle  
 Patagonia  
 Payson  
 Prescott  
 Sedona  
 Willcox

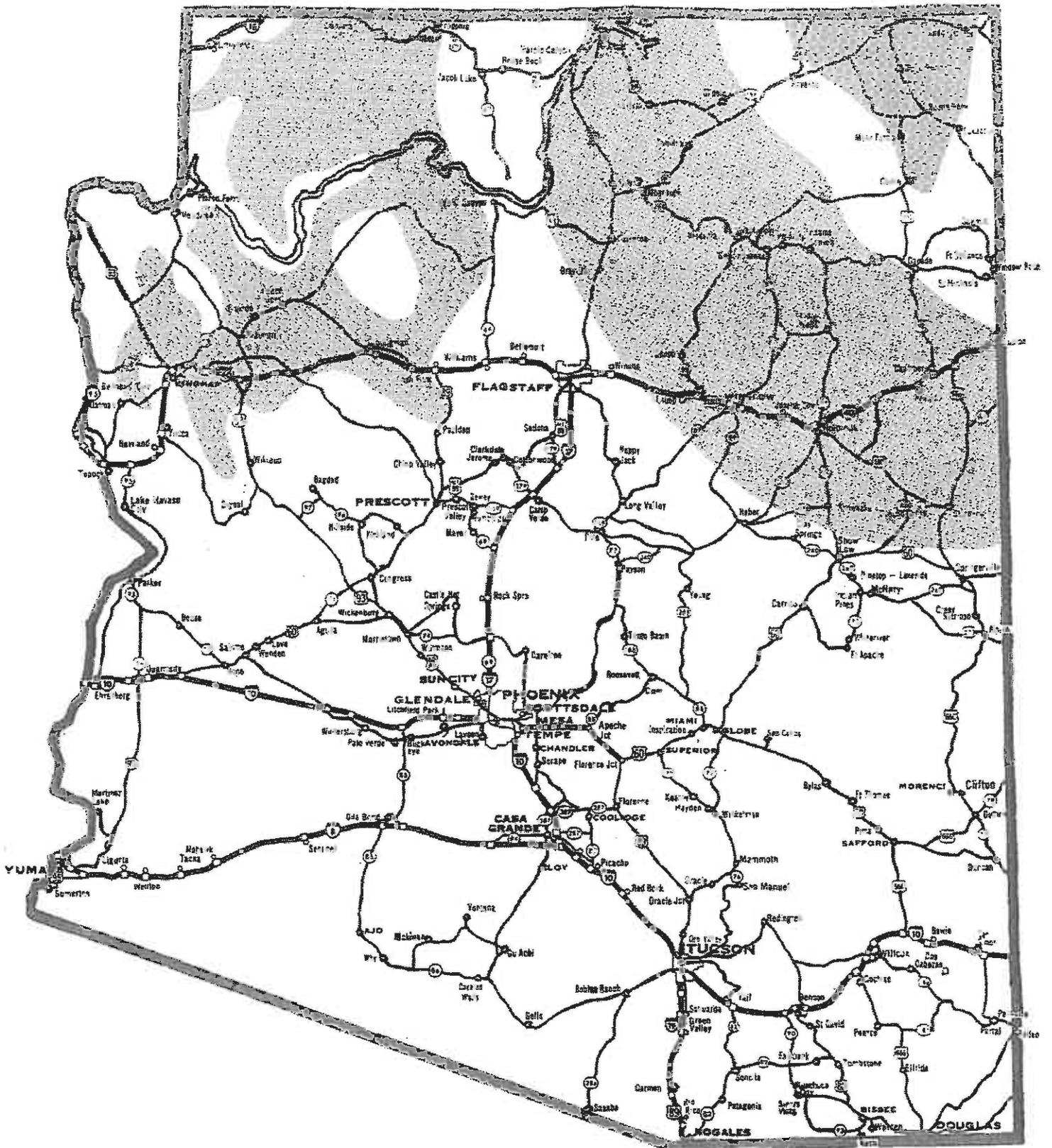


**Climate Zone 4 Locations**

Aguila  
 Ajo  
 Carefree  
 Fort Thomas  
 Green Valley  
 Gu Achi

Hayden  
 Kearney  
 Kingman  
 Morristown  
 Pima  
 Safford

Salome  
 San Carlos  
 Sells  
 South Tucson  
 Superior  
 Tucson

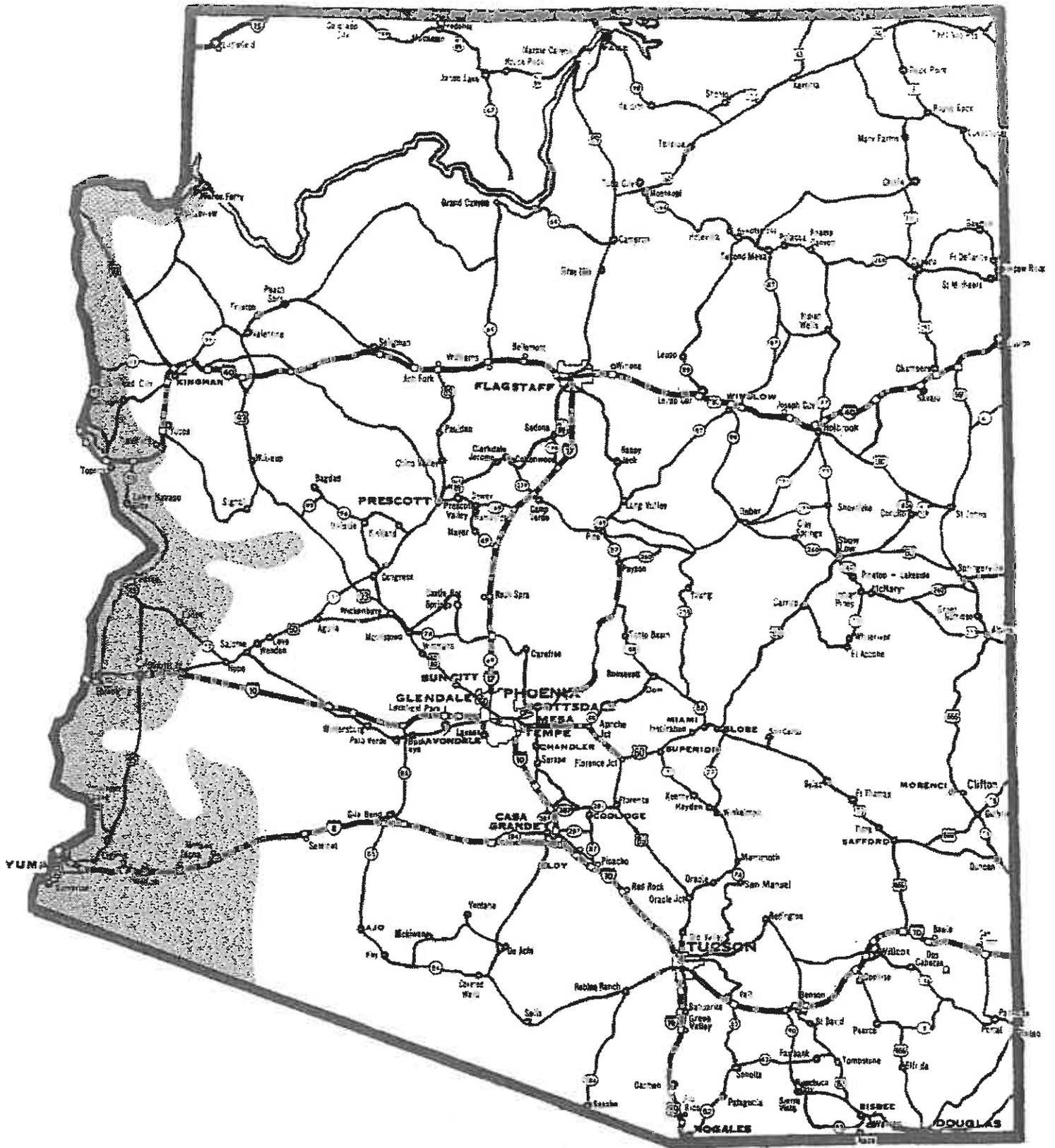


### Climate Zone 5 Locations

Ash Fork  
 Colorado City  
 Fredonia  
 Holbrook  
 Joseph City  
 Keams Canyon

Mocassin  
 Moenkopi  
 Page  
 Peach Spring  
 Polacca  
 Saint Johns

Seligman  
 Snowflake  
 Tuba City  
 Winslow



**Climate Zone 6 Locations**

Bullhead City  
 Ehrenberg  
 Lake Havasu City

Parker  
 Quartzsite  
 Somerton

Wellton  
 Yuma

**FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements**  
Public Law 109-282; 31 U.S.C. 6101

**This section must be completed for any awards greater than or equal to \$25,000**

Name of Entity Receiving Award

Amount of Award

Funding Agency

CFDA number

Award Title

Location: City  State  Congressional District

DUNS number

1) Is 80% or more of annual gross revenues from Federal awards? Yes  No

2) Do you receive \$25 million or more annually from Federal awards? Yes  No

**If you answered Yes to both questions, you must provide the following:**

Names and Total Compensation of Top Five paid executives:

1#:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
2#:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
3#:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
4#:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
5#:	Name	<input type="text"/>	Total Compensation	<input type="text"/>

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

**Submitted For:** Malissa Buzan

**Submitted By:** Cecilia Bejarano, Community Services Division

**Department:** Community Services Division **Division:** Comm. Action Program/Housing Servs.

**Fiscal Year:** 7/1/2011-6/30/2012 **Budgeted?:** Yes

**Contract Dates** Upon signature by both parties **Grant?:** Yes  
**Begin & End:** through 6/30/2012

**Matching** No **Fund?:** New  
**Requirement?:**

**Presenter's Name:**

Information

Request/Subject

Weatherization Low-Income Assistance Agreement OEP Contract NO. SW-ESA-12-2182-02

Background Information

For the past 10 years, the Gila County Division of Community Services, Weatherization Program has applied for and received low-income weatherization dollars to serve the low income population of Gila County. The Weatherization Program is the designated agency that provides weatherization services through the State of Arizona, Governor's Office of Energy Policy.

The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of the income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. The recipients of this program also benefit by using less utilities, therefore saving money on their utility bills.

This contract will allow the Weatherization Program to continue these services.

Evaluation

Funding from this contract will allow weatherization services to continue to be provided to eligible citizens residing in Gila County that meet program income eligibility. Besides providing services to County residents, funding from this contract will also help many local contractors that are struggling to keep their business in operation and keeping staff employed during these uncertain economic times. All contractors utilized to provide services are required to become Building Pressure Institute certified.

Conclusion

By approving this Agreement, Gila County Weatherization Program will receive funding to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Community Action Program, Housing Services Manager recommends that the Board of Supervisors approve this Contract.

Suggested Motion

Approval of a Weatherization Low-Income Assistance Agreement (OEP Contract No. SW-ESA-12-2182-02) between the State of Arizona Governor's Office of Energy Policy and Gila County (Division of Community Services, Weatherization Program) to receive funding from the Southwest Gas Corporation Low-Income Energy Conservation Program in the amount of \$28,434 to continue to provide weatherization services to eligible citizens residing in Gila County, effective upon signature by both parties and continue through June 30, 2012.

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Attachments

Weatherization Low-Income Assistance OEP Contract No. SW-ESA-12-2182-02

**WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT**

**BETWEEN**

**STATE OF ARIZONA  
GOVERNOR'S OFFICE OF ENERGY POLICY**

**and**

**GILA COUNTY**

**THIS Weatherization Low-income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the State of Arizona, Governor's Office of Energy Policy ("OEP"), located at 1700 West Washington, Suite 220, Phoenix, Arizona 85007, and Gila County, Office of Community Services ("Contractor"), located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.**

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

WHEREAS, A.R.S. §11-201 authorizes the Gila County Government to execute and administer contracts.

**WHEREAS**, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the Southwest Gas Corporation Low-Income Energy Conservation Program ("SWG") and passed through the OEP under the terms of the Memorandum of Understanding ("MOU") as amended, (Commerce Contract No. M082-07), effective July 1, 2007 for a period of (5) years until June 30, 2012.

In consideration of the representations and obligations hereunder, the OEP and Contractor agree as follows:

**I. PURPOSE OF THE AGREEMENT**

Contractor shall implement weatherization services under the terms of this AGREEMENT. The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

**II. TERM OF CONTRACT**

This AGREEMENT shall become effective upon signature by both parties and continue through June 30, 2012, unless terminated, cancelled or extended as otherwise provided herein. Pre-award cost expenses are allowable beginning July 1, 2011 if the pre-award expenses are submitted with the Contractor's first monthly reimbursement request pursuant to the requirements listed in Section V, subsection C.

**III. CONTRACT TYPE**

Cost Reimbursement Sub-Grant.

**IV. CONTRACT BUDGET**

- A. The total SWG budget for this AGREEMENT shall not exceed **\$28,434.00**.
- B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

**V. SCOPE OF WORK**

**A. GENERAL REQUIREMENTS**

Contractor shall implement weatherization services under the terms of this AGREEMENT in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Contractor's service delivery area.

**B. SPECIFIC REQUIREMENTS**

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

**C. METHOD OF PAYMENT**

1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.
2. All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.
3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting SWG funds during the term of the AGREEMENT.
4. The Contractor shall submit to the OEP no later than the twelfth (12<sup>th</sup>) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.
5. Reimbursement
  - a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the

Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

- *Completed/Submitted Jobs listing attached* (Attach list)
  - *Completed/Submitted Jobs listing sent via email to [ebillings@az.gov](mailto:ebillings@az.gov)* (Send list by email to Evelyn Billings)
  - *No Completed/Submitted jobs this month* (No list is required)
- b. Administration Line-item expense cannot be reimbursed unless Program Operations Expenses have been incurred. The total billed for the Administration Costs cannot exceed 10% of the total payment requested.
- c. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, the OEP will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

D. **REPORTS**

1. Weatherization Program Database Website
- a) For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.
- b) No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.
2. List of Client Jobs
- a) A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to [ebillings@az.gov](mailto:ebillings@az.gov) or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:
- *Completed/Submitted Job listing attached*
  - *Completed/Submitted Job listing sent via email to [ebillings@az.gov](mailto:ebillings@az.gov)*
- b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:
- *No Completed/Submitted jobs this month*
3. Financial Report Form
- a) The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.

4. Monthly Detailed Expense Financial Reports
  - a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.
  
5. Report Submittal Requirements
  - a) The Payment Request Form and Financial Report Form shall be mailed to the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.
  
  - b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.
  
  - c) Final reports shall be submitted no later than July 26, 2012.

E. SUBMITTAL ADDRESS

All Payment Request Forms and Report Forms must be directed to:

**Governor's Office of Energy Policy  
1700 W. Washington, Suite 220  
Phoenix, Arizona 85007**

F. SERVICE TERRITORY

Gila County, excluding tribal organizations.

**VI. REGULATION REQUIREMENTS**

- A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt. 440, and the OEP, in conjunction with the Arizona Department of Economic Security.
  
- B. The cost per dwelling unit for labor, materials and program support expenditures shall not exceed \$3,000.00 using SWG program funds.
  
- C. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.
  
- D. Total expenditures on Health and Safety and Durability measures are subject to budget limitations.

**VII. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS**

- A. Eligible Population and Certification of Eligibility

Contractor is responsible to follow the current Arizona Department of Economic Security ("DES") LIHEAP Policy Manual requirements for income level of 150% of Federal Poverty Guidelines as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.
  
- B. Income Eligibility
  1. Applicants are eligible whose income is 150% of the Federal Poverty Guidelines income

determined in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families ("TANF") or Supplemental Security Income ("SSI"), are automatically eligible for Weatherization assistance.

C. Priority

Priority shall be given to identifying and providing weatherization assistance to the following households:

1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

**VII. PROHIBITION AGAINST WEATHERIZATION SERVICES**

Dwelling Units

1. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this AGREEMENT.
2. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this AGREEMENT.

**IX. PRIOR WRITTEN APPROVAL REQUIREMENTS**

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over \$4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

**X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS**

Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this AGREEMENT.

**XI. HISTORIC PRESERVATION:**

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the OEP and the State Historic Preservation Officer ("SHPO") have developed a Statewide Programmatic Agreement ("PA"). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at: <http://www.azenergy.gov/HistoricPreservation.aspx>. Additional information is also available at the U.S. Department of Energy website: [http://www1.eere.energy.gov/wip/historic\\_preservation.html](http://www1.eere.energy.gov/wip/historic_preservation.html).

**XII. INVENTORY**

The Contractor shall maintain a current list of all non-expendable inventory equipment, with an individual cost of \$500 and over, which has a useful life of more than a year, and is available for use in Weatherization. This list shall include:

1. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data - date and method of disposal

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

**XIII. PROPERTY**

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

The Contractor shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through an AGREEMENT with the OEP. Equipment and vehicles no longer required for program operation shall be reported to the OEP prior to disposition. When the AGREEMENT is terminated, the disposition of all inventory acquired with AGREEMENT funds shall be determined as follows:

- A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.

- B. The OEP may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the OEP.
- C. The OEP may take possession of the inventory.

**XIV. CLIENT FILE REQUIREMENTS**

A. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this AGREEMENT. The client file shall be retained by the Contractor for a minimum of five years and be available for inspection by representatives of the OEP with reasonable advance notification.

B. Program Application Form

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

C. Fuel Information Release Form

A fuel information release form signed by the applicant to allow the Contractor or the OEP to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release does not affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

D. Rental Properties

Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

**SPECIAL TERMS AND CONDITIONS**

**XV. SINGLE AUDIT:**

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

If your organization does not have a recently completed audit, submit the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents to the OEP.

**XVI. MONITORING REQUIREMENTS:**

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

**XVII. AUDIT TRAILS:**

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

**XVIII. FUND MANAGEMENT:**

The Contractor must maintain funds received under this AGREEMENT in separate ledger accounts and cannot mix these funds with other sources. Contractor must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Contractor must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** – it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The OEP reserves the right to review all business systems policies.

**XIX. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

**XX. INDEMNIFICATION:**

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

in addition, the Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**XXI. INSURANCE REQUIREMENTS**

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

The insurance requirements herein are minimum requirements for this AGREEMENT and in no way limit the indemnity covenants contained in this AGREEMENT. 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 AGREEMENT 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. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

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

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

liability coverage.

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

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

**2. Business Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- 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”.***
- 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**

Worker’s Compensation	Statutory
Employer’s 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 AGREEMENT is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this AGREEMENT; 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 AGREEMENT 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 AGREEMENT.

**B. ADDITIONAL INSURANCE REQUIREMENTS**

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

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

**C. NOTICE OF CANCELLATION**

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. Such notice shall be sent directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator 1700 West Washington, Suite 220, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE**

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 220, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

**F. SUBCONTRACTORS**

Contractor's 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 AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

**H. EXCEPTIONS**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**XXI. POLLUTION OCCURRENCE INSURANCE**

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do

remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

**XXIII. AMENDMENTS OR MODIFICATIONS**

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, 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 OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. Without limit, Administration Costs and Health and Safety funds may be moved to Program Operations as long the Budget Total is not exceeded as listed in Exhibit A - Budget. Any change shall be made in consultation with and approved in writing by the OEP Weatherization Program Manager but shall not require a formal contract amendment.

**XXIV. SUBCONTRACTORS**

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

**XXV. LOBBYING**

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

**XXVI. APPLICABLE LAW**

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

**XXVI. LICENSES**

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

**XXVII. NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event 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, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

**XXIX. ARBITRATION**

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

**XXX. INVALIDITY OF PART OF THIS AGREEMENT**

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

**XXXI. CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any AGREEMENT, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any capacity or a consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

**XXXII. AUDIT OF RECORDS**

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XXXIII. SUSPENSION OR DEBARMENT CERTIFICATION:**

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor submitting the bid or offer has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

**XXXIV. TERMINATION:**

The OEP reserves the right to terminate the AGREEMENT at any time, 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 pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT 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 termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**XXXV. 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. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XXXVI. THIRD PARTY ANTITRUST VIOLATIONS**

The Contractor assigns to the OEP any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this AGREEMENT.

**XXXVII. PROGRAM REVIEW AND SITE VISITS**

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

**XXXVIII. RIGHTS IN DATA**

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

**XXXIX. HEALTH & SAFETY**

The nature of the work to be performed under this AGREEMENT is inherently hazardous. In performance of work under this AGREEMENT, the Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

**XL OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES**

The Contractor or Subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29 U.S.C. 651-678).

**XLI ENTIRE AGREEMENT**

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

**XLII 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 AGREEMENT. This provision applies to work performed by subcontractors at all tiers. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT. Contractor shall declare all anticipated offshore services to the OEP.

**XLIII 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 AGREEMENT. The State shall retain the right to perform random audits of the 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 AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XLIV. E-VERIFY REQUIREMENT**

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. 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 AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD>

**XLV. 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. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

**XLVI. ATTORNEY FEES**

In any litigation arising out of this AGREEMENT, each party shall bear all of its own attorneys' fees in the case.

**XLVII. NOTICES**

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

**If to CONTRACTOR:**

Gila County  
Office of Community Services  
5515 South Apache Avenue, Suite 200  
Globe, AZ 85501

**If to the OEP:**

The Governor's Office of Energy Policy  
1700 W. Washington, Suite 220  
Phoenix, AZ 85007

**Contractual/Financial Contact**

Malissa Buzan  
Housing Services Manager  
PHONE 928-402-8693  
FAX 928-425-9468  
EMAIL [mbuzan@co.gila.az.us](mailto:mbuzan@co.gila.az.us)

**Contractual/Financial Contact**

Evelyn Billings  
Grants Administrator  
PHONE 602-771-1141  
FAX 602-771-1203  
EMAIL [ebillings@az.gov](mailto:ebillings@az.gov)

**Program/Technical Contact**

Malissa Buzan  
Housing Services Manager  
PHONE 928-402-8693  
FAX 928-425-9468  
EMAIL [mbuzan@co.gila.az.us](mailto:mbuzan@co.gila.az.us)

**Program/Technical Contact**

OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA  
GOVERNOR'S OFFICE OF ENERGY POLICY

By Leisa B. Brug  
Leisa B. Brug  
Director  
Or Authorized Signatory

Date: 9/7/11

Travis Price  
Travis Price  
Compliance, Finance & Procurement Manager  
Office of the Governor

Date: 9/9/11

GILA COUNTY

Board of Supervisors  
Chairman  
Tommie C. Martin  
Printed name

Date: \_\_\_\_\_

Chief Deputy County Attorney

\_\_\_\_\_  
Signature Date  
Bryan B. Chambers  
Printed name

Exhibit A - Budget	
<b>GILA COUNTY</b>	
<b>SWG Weatherization Program Budget</b>	
<b>OEP Contract Number SW-ESA-12-2182-02</b>	<b>SWG TOTAL BUDGET</b>
<b>Contract to 6-30-2012</b>	
<b>1. Administration Costs</b>	<b>\$2,843.00</b>
<b>2. Program Operations</b>	<b>\$19,193.25</b>
<b>3. Health and Safety</b>	<b>\$6,397.75</b>
<b>Budget Total</b>	<b>\$28,434.00</b>

**EXHIBIT B**

**WEATHERIZATION**  
**PROGRAM REQUIREMENTS**

**JULY 1, 2009**  
**EDITION**

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### **INSTALLATION MEASURES**

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy(OEP).

### **ENERGY AUDIT PROCEDURE**

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather record and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

- A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.
- The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.
- The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.
- A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.
- A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

### **COST EFFECTIVENESS PROCEDURE**

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

- The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one.
- The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.
- The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.
- Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.
- Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

**CLIMATE ZONES**

Arizona Climate Zones used for the Cost Effective Priority Lists can be found at <http://www.azenergy.gov>

**FUEL SWITCHING**

The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 1**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 1 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Fossil Fuel Heating**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

### **Homes Electric Heating (Heat Pump or Electric Resistance)**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 2**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 2 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Refrigeration Cooling**

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgrade with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Homes with Evaporative Cooling**

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100 or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 3**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 3 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Home with Fossil Fuel Heating**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

### **Homes Electric Heating (Heat Pump or Electric Resistance)**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 4**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 4 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Refrigeration Cooling**

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Homes with Evaporative Cooling**

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Homes with Inoperable Forced Air Fossil Fuel Furnace**

- Upgraded to a 90+ AFUE furnace.

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 5**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 5 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Fossil Fuel Heating**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

### **Homes with Electric Heating (Heat Pump or Electric Resistance)**

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING**

### **CLIMATE ZONE 6**

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 6 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Homes with Refrigeration Cooling**

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Homes with Evaporative Cooling**

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 1**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 1 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

#### **Priority list for Mobile Homes with Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$28 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

#### **Priority list for Mobile Homes with Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$32 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 2**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 2 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Mobile Homes with Refrigeration Cooling**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Jalousie windows retrofit (installed cost of under \$9 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$8 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Jalousie windows retrofit (installed cost of under \$6 per square foot).
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 3**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 3 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Mobile Homes with Refrigeration Cooling and Fossil Fuel Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$15 per square foot).
- Water heater wrap (where allowed).

### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$20 per square foot).
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$20 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling Only and Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$14 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

### CLIMATE ZONE 4

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 4 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### Mobile Homes with Refrigeration Cooling and Heat Pump or Fossil Fuel Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Jalousie windows retrofit (installed cost of under \$9 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### Mobile Homes with Refrigeration Cooling and Electric Resistance Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER Heat Pump.
- Jalousie windows retrofit (installed cost of under \$12 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

### Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$8 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### Housing Type Three: Mobile Homes with Evaporative Cooling and Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$6 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 5**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 5 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Mobile Homes with Refrigeration Cooling and Fossil Fuel**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$16 per square foot).
- Water heater wrap (where allowed).

### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$24 per square foot).
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$24 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Fossil Fuel**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$15 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES**

### **CLIMATE ZONE 6**

The priority list can be used to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 6 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.

### **Mobile Homes with Refrigeration Cooling and Heat Pump or Fossil Fuel Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Jalousie windows retrofit (installed cost of under \$8 per square foot).
- Water heater wrap (where allowed).

### **Mobile Homes with Refrigeration Cooling and Electric Resistance Heating**

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER heat pump.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Jalousie windows retrofit (installed cost of under \$10 per square foot).
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Heat Pump or Fossil Fuel Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$4 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

### **Mobile Homes with Evaporative Cooling and Electric Resistance Heating**

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under \$6 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than \$100, or sufficient funds are not available to complete all (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

## **GENERAL WASTE HEAT ITEMS**

### **ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST**

#### **Domestic Hot Water**

- Adjustment of the hot water temperature to 120 degrees if approved by the client.
- Replacement of existing showerhead, which exceeds a flow rate of 2.5 GPM, with a low-flow replacement showerhead if approved by the client.
- Faucet aerators

#### **Space Heating and Cooling Systems**

- Equipment maintenance and tune-up.
- Heating or Cooling System setback thermostat(s) for people with mobility problems or other extenuating circumstances, which make it difficult for them to manually adjust thermostat set points.

#### **Existing Evaporative Coolers**

- General evaporative cooler tune-ups.
- Replacement of a single speed evaporative cooler motor with a listed two-speed motor.

#### **Base Load Items**

- Replacement of incandescent light bulbs, which are on for at least one hour per day, with an ENERGY STAR qualified compact fluorescent bulbs that emit the same amount of light.
- Replacement of Refrigerators following the procedure established by the WAP program.

#### **Door Replacement**

- Door replacement can be completed on a limited basis.

## **DURABILITY MEASURES**

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

### **PRESSURE DIAGNOSTIC PROCEDURE**

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs. Pressure Diagnostic Decision Tree

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

#### **Level One: Homes with Central Forced Air Heating or Cooling**

- The complete pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

#### **Level Two: Homes with No Central Forced Air Heating or Cooling**

- The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.
- **Possible cost effective envelope sealing:** Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

- **Combustion appliance zone testing:** The Worst Case Pressure Test must be performed in all zones that contain a combustion appliance.

### Testing Procedure

When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE**. If a test is not performed, documentation must be provided in all cases stating the rationale for not following the testing procedure.

1. Initial air leakage and room pressure tests
2. Duct repair
3. Envelope air sealing
4. Room pressure balancing

#### 1. Initial Air Leakage and Room Pressure Tests:

These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

- A. Perform a complete energy audit and combustion safety test of the house. **No pressure testing or air sealing can be done until the required combustion safety procedure is completed.**
- B. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of  $-3$  Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of  $-3$  Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed, no air sealing or duct repair can be completed.**
- C. Perform zonal pressures and record the results.
- D. Perform initial Whole House CFM50 Test and record the results.
- E. Perform Pressure Pan Test and record initial pressure difference.
- F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

#### 2. Duct Repair Procedure:

- A. Duct repair can only be performed under the supervision of a trained technician.
- B. **In all cases, air sealing can only be performed in conjunction with pressure diagnostics.**
- C. The Health and Safety Policy must be followed at all times.
- D. Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).
- D. After initial duct repair is performed, evaluate if additional duct repair is possible.
- E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

#### 3. Envelope Air Sealing Procedure:

- A. All duct repairs must be completed before envelope air sealing.
- B. Envelope air sealing can only be performed under the supervision of a trained technician.
- C. **In all cases, air sealing can only be performed in conjunction with pressure diagnostics.**
- D. The Health and Safety Policy must be followed at all times.
- E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.
- F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).
- G. Once air sealing is completed, perform final Whole House CFM50 Test and record results.

#### 4. Room Pressure Balancing:

- A. All duct repair and air sealing must be completed before room pressure balancing.
- B. Room pressure balancing can only be performed under the supervision of a trained technician.
- C. **In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.**
- D. The Health and Safety Policy must be followed at all times.
- E. Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.
- F. Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.
- G. Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if additional pressure balancing is needed.
- H. Once pressure balancing is completed, repeat room pressure tests and record results.

#### Economics

The cost effectiveness of pressure diagnostic and repair is to be based on a comparison of the present value of the reduced air leakage and the cost (labor and materials) to achieve the reduction. The values in the following tables are designed to provide general guidance on the present value of air leakage control.

#### Infiltration

The following table gives the present value of reducing the infiltration rate by 100 CFM50 for a typical weatherized home.

Present value of 100 CFM50 reduction	Climate Zone 1	Climate Zone 2	Climate Zone 3	Climate Zone 4	Climate Zone 5	Climate Zone 6
	\$160	\$40	\$90	\$40	\$90	\$40

#### Duct Leakage

The following table gives the present value of reducing duct leakage by 100 CFM50 for a typical weatherized home.

Present Value of 100 CFM reduction	Climate Zone 1	Climate Zone 2	Climate Zone 3	Climate Zone 4	Climate Zone 5	Climate Zone 6
Heating	\$600	\$90	\$345	\$95	\$385	\$50
Cooling*	\$10	\$450	\$80	\$300	\$100	\$570

\*If a home has only evaporative cooling, only the heating values will be realized in duct repair.

#### COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES

The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

**Note: Gas/propane stoves cannot be replaced utilizing DOE funds.**

#### Carbon Monoxide Tests

Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.

For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

**Spillage and Draft Tests**

Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2' downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

**Acceptable Draft Test Ranges**

<b>Outside Temperature (degree F)</b>	<b>Minimum Draft Pressure Standard (Pa)</b>
<10	-2.5
10-90 (T. out ÷ 40)	-2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

**Acceptable Appliance Spillage Periods**

Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

**Gas Supply Safety**

The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

**Combustion Air**

Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.

The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area times height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

### **Heat Exchanger Safety Checks**

Tests for possible cracked heat exchanger must be performed on all systems possible.

### **HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY**

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

#### **Repair/Replacement**

Replacement of inoperable equipment is allowed under the following conditions.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.
- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Replacement of the equipment is also justified if there is a high probability that the repaired equipment will fail again in the near term.

#### **Sizing and Installing HVAC Equipment**

- Minimum HVAC efficiencies:
  - AC: 13 SEER
  - Heat Pump: 13 SEER and 7.7 HSPF
  - Combustion furnace: 80% AFUE.
- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
  - Refrigerant charge shall be installed per the manufacturer's specifications.
  - Indoor and outdoor units shall be "matched" according to the ARI Directory.

#### **Evaporative Cooler Installation**

It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is allowed.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

#### **Installation of Forced Air Distribution Systems**

- All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines.
- All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.
- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

#### **Repair of Existing Air Distribution Systems**

All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

#### **Duct Installation / Repair Techniques**

##### **A. Flex ducts**

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.

- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

#### B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

#### C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

#### D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.
- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.
- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.
- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

#### E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over 1/4 inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

#### F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

#### Duct Product Guidelines

- All new ductwork will be a minimum of R-8.
- Duct sealing materials shall have both excellent cohesive and adhesive qualities.

- Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.
- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

## **INSULATION STANDARDS**

### **Installation of Insulation**

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

- Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.
- Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.
- Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.
- Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.
- Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.
- Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.
- Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.
- Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

## **RENEWABLES**

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility.

### **Cost Effectiveness**

Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

### **Product Guidelines**

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statutes (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

### **FINAL INSPECTION REQUIREMENTS**

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector not directly involved with the completion of the job.

The final inspection shall verify that the house characteristics reported are correct.

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

## **HEALTH AND SAFETY PLAN**

### **PURPOSE**

To establish the policies and procedures under which health and safety concerns are addressed in the Weatherization Assistance Program (WAP).

### **GOAL**

To ensure energy savings are the result of Weatherization Assistance Program actions while promoting a healthy and safe environment for clients and WAP workers and contractors.

### **SCOPE**

Energy-related health and safety concerns need to be remedied before, or because of, the installation of weatherization materials. Therefore, energy-related health and safety hazards associated with weatherization activities may be remedied or prevented with DOE funds. Measures and their costs must be reasonable and must not seriously impair the primary energy conservation purpose of the program.

The Health and Safety Procedures are applicable to all activities under the WAP.

Total expenditures on Health and Safety are subject to budget limitations.

### **A. Grantee Health & Safety**

OEP – WAP field monitors will follow all applicable health and safety rules with respect to the conduct of their on-site job visits including the use of face masks, hard hats, appropriate footwear, and such other applicable attire and equipment so as to minimize personal risks.

## **B. Crew and/or Contractor Health & Safety**

Arizona sub-grantees and their contractors will comply with Occupational Safety and Health Administration (OSHA) requirements in all weatherization activities.

The costs for sub-grantees to comply with OSHA requirements (action items and measures that DOE funds and receives credit for) may be charged under health and safety, tools and equipment, incidental repairs, etc. The cost category selected will be charged consistently throughout the state (from agency to agency) for the same activity.

Because of the wide range of activities involved in weatherizing a house, ensuring crew health and safety requires a broad knowledge of the appropriate OSHA requirements. Some of these requirements include, but are not limited to: respirator protection, techniques for safely lifting heavy objects, electrical equipment safety, ladder safety, and general worker protection. OSHA standards should be consulted for further details.

Other useful information includes Material Safety Data Sheets (MSDS) that identify potential health risks and describe the proper use, handling, and storage of a wide variety of materials, including some common weatherization materials. MSDS also recommend personal protective equipment and address first aid measures.

## **C. Client Health and Safety**

Weatherization services can be provided in a manner that minimizes risk to workers and clients. Although the Weatherization Assistance Program does not provide all the solutions, awareness of potential hazards is essential to providing quality services. A list of the more common hazards and DOE's preferred approach to them are discussed in Section D. Other energy-related hazards should be considered on a case-by-case basis

Grantees and sub-grantees are required to take all reasonable precautions against performing work on homes that will subject workers or clients to health and safety risks. If there is any doubt that weatherization work can be conducted in a manner that is safe for all parties concerned, the subgrantee must not proceed further.

Before beginning work on the residence, sub-grantees will take into consideration the health concerns of each occupant, the condition of the dwelling, and the possible effect of work to be performed on any particular health or medical condition of the occupants. When a person's health is fragile and/or the work activities would constitute a health or safety hazard, the occupants at risk will be required to leave the home during these work activities or the work will be suspended until such a time as it can be performed appropriately.

## **D. Potential Hazard Considerations**

### **1. Biological**

Removal of mold, odors, viruses, bacteria, unsanitary (including raw sewage) conditions, and rotting wood is not a Weatherization responsibility; however, subgrantee frequently encounter these conditions. DOE funds may be used if these conditions must be remedied to allow effective weatherization work and/or to assure the immediate or future health of workers and clients. OEP – WAP requires that its sub-grantees seek prior approval to proceed before attempting to weatherize such dwellings with *Biological* problems.

Arizona sub-grantees will exercise caution when selecting air tightness limits for dwellings with these problems. Since these conditions are often related to moisture, Arizona sub-grantees may use DOE health and safety funding to acquire moisture detection instruments. Sub-grantees should incorporate moisture detection into their initial energy audits. If necessary, weatherization services may need to be delayed until moisture problems can be corrected by other funding sources.

### **2. Combustion Appliances and Combustion Gases**

The following policy must be strictly adhered to when completing Weatherization work. If any house fails these program safety standards and the problem cannot be remedied, the homeowner must be notified in writing and a copy placed in the client's file.

- Perform air sealing and duct repair **only** in conjunction with pressure diagnostics to ensure that sufficient ventilation and draft rates are maintained in the home.

- A UL listed carbon monoxide detector (Underwriters Laboratories 2034-98) shall be installed in all structures with an attached garage or a combustion appliance located in the conditioned space.
- Research and follow the local health and safety codes and standards dealing with residential ventilation requirements for occupants and combustion equipment.
- No air sealing (including duct repair) should be done if there is a high pollution source, such as a non-vent combustion heater, that can't be removed.
- No air sealing (including duct repair) should be done if there are existing health and safety problems in the home.
- No air sealing (including duct repair) should be done if there is Carbon Monoxide (CO) present in the flue gases higher than 100 PPM.
- No air sealing (including duct repair) should be done if there is a possible gas leak.
- No air sealing (including duct repair) should be done if CO is greater than 9 PPM in the living space.
- If CFM50 is less than 1500 CFM for the home or 300 CFM per person (whichever is greater), the homeowner must be advised of the tightness of the home. Any further air sealing (including duct repair) may require that an active ventilation strategy be employed.
- Under normal operating conditions, an air handler cannot create room pressures with a magnitude of - 3.0 Pascal's, or greater with reference to outside, anywhere in a combustion appliance zone.
- Corrective action must be completed before or in conjunction with air sealing (including duct repair) if a negative pressure of 3 Pascal's or greater exists or is produced by repair work in a combustion appliance zone.
- Flame change is an indication of a cracked heat exchanger - no air sealing (including duct repair) should be done until the problem is fixed.
- If spillage of flue gases occurs for more than one minute - no air sealing (including duct repair) should be done until the problem is fixed.
- If draft is low, it must be fixed before air sealing (including duct repair) is completed.

**IF THE CONDITIONS DESCRIBED BELOW CONCERNING COMBUSTION AIR ARE NOT MET, NO AIR SEALING (INCLUDING DUCT REPAIR) SHOULD BE DONE:**

- In homes of ordinary tightness insofar as infiltration is concerned, all or a portion of the air for fuel-burning appliances may be obtained from infiltration when the requirements for 50 cubic feet per 1000 Btu/hr input is met. Two openings are required and one shall be within 12 inches of the bottom of the space containing the combustion equipment. Openings shall allow space to communicate with the rest of the house. A minimum free area of one square inch per 1000 Btu per hour (or 100 square inches, which ever is greater) of the total input rating of all gas utilization equipment in the space, shall be provided.
- In all cases where combustion air is from inside the home, the homeowner must be made aware of this and sign the Health and Safety Waiver before any air sealing or duct repair is completed.  
(Note: If this method is used, special attention must be given to zonal and draft pressures. In buildings of unusually tight construction, combustion air shall be obtained from outside.)

- In homes that receive combustion air from outside the conditioned space, two openings are required. One shall be within 12 inches of the top and one within 12 inches of the bottom of the space containing the combustion equipment. The openings shall communicate directly, or by ducts, with the outdoors or spaces (crawl or attic) that communicate with the outdoors.
- The following guidelines must be met when determining the minimum free area for combustion air openings:
  - Openings directly communicating with the outdoors shall provide one square inch per 4000 Btu per hour of the total input of all gas utilization equipment in the space.
  - Openings communicating to outdoors with vertical ducts shall provide one square inch per 4000 Btu per hour of the total input of all gas utilization equipment in the space.
  - Opening communicating to outdoors with horizontal ducts shall provide one square inch per 2000 Btu per hour of the total input of all gas utilization equipment in the space.

(NOTE: If the free area is not known because of louvers or screens, double the required opening size. **IF THESE NFPA 54 NATIONAL FUEL GAS CODE REQUIREMENTS ON COMBUSTION AIR ARE NOT MET, THEN NO AIR SEALING (INCLUDING DUCT REPAIR) SHOULD BE DONE UNTIL THESE CONDITIONS ARE MET.**)

### 3. Fire Hazards

Combustion appliances and their associated venting systems can also present potential fire hazards. Sub-grantees that accept clients with wood stoves and fireplaces will have procedures to identify potentially dangerous creosote build-up in chimneys and wood stove flues.

It is the sub-grantee's responsibility to ensure that any work on wood stoves and fireplaces conforms with applicable codes in jurisdictions where the work is being performed.

### 4. Existing Occupant Health Problems

Sub-grantees will be sensitive to client health problems that might be exacerbated by weatherization activities.

Sub-grantees will establish procedures to identify pre-existing client conditions (e.g., allergies) and address such problems when they are found. Those procedures should address the manner in which such problems will be identified and the steps to be taken to ensure that weatherization work will not worsen these problems.

### 5. Indoor Air Quality (IAQ)

#### a. Asbestos

General asbestos removal is not approved as a DOE WAP health and safety weatherization cost.

Major asbestos problems should be referred to the Arizona Department of Environmental Quality or to the Environmental Protection Agency (EPA).

Where local agencies work on large heating and distribution systems, including related piping, asbestos removal may be necessary. Removal is allowed to the extent that energy savings resulting from the measure will provide a cost-effective savings-to-investment ratio. This would normally be true with work done on large, multifamily heating systems. Where permitted by code or EPA regulations, less costly measures that fall short of asbestos removal, such as encapsulation, may be used. Removal and replacement of asbestos siding for purposes of wall cavity insulation is permissible if allowed by state and local codes.

#### b. Radon

Where there is a previously identified radon problem, work that would exacerbate this problem should be limited. Radon abatement is not an allowable activity under the Weatherization program. However, those costs associated with taking precautions in a dwelling known to have radon problems are allowable weatherization expenditures. These costs are

allowable if an energy audit indicates that weatherization techniques would help in radon remediation. While sub-grantees should establish sound radon-related strategies, major radon problems should be referred to the appropriate local environmental organization or agency for mitigation or abatement.

### c. Formaldehyde and Volatile Organic Compounds (VOCs)

Formaldehyde vapors may be slowly released by some new carpets, wafer-board, plywood, etc. Some household cleaning agents also emits VOCs. Caution should be taken when selecting air tightness limits in dwellings with VOC problems.

## 6. Lead Paint

Lead Safe Weatherization (LSW) must be applied to all pre-1978 housing unless the house meets EPA's Final Rule Exemptions.

### Exemptions

1. **No Lead-Based Paint will be Disturbed.** LSW must be applied to all pre-1978 housing unless there is existing evidence that the home has been certified as being lead-free or below the lead threshold limit (e.g., for paint containing lead below the regulated level, 1.0 mg/cm<sup>2</sup> or 0.5% by weight). One of the following methods must be used to determine the paint to be disturbed is not lead-based paint: -Written determination by certified lead inspector or risk assessor; *OR*  
-Proper use of EPA-recognized test kit provided agencies (*documenting manufacturer and model of test kit used, description and location of components tested, and test kit results*)  
*Note: Beginning in 2010, tests must be performed by a Certified Renovator, per EPA final rule. Test kits are currently being evaluated but none have been approved to date – updates and approved kits will be posted at <http://www.epa.gov/lead/pubs/renovation.htm>*  
*OR*  
-A State-approved lead-based paint test protocol (e.g., XRF scans verifying absence of lead paint).
2. **Mobile Homes.** Often, interiors of mobile homes were not painted but rather, paneling was applied to the surfaces. Therefore, pre-1978 mobile homes that were not painted by the manufacturer, occupant, landlord, or past owner of the unit before 1978, may be exempt from LSW. However, Weatherization Programs must verify the areas receiving weatherization services have never been painted or were painted for the first time after 1978. If this is not verifiable, then LSW protocols must be followed. Painted exterior surfaces on pre-1978 units should not be drilled, scraped, sanded, or receive any other work that disturbs the paint.
3. **Exempt from training and work practice requirements if owner signs written statement that all apply:**
  - a. No pregnant women resides there; and
  - b. Not a child-occupied facility ("occupied" includes being the child's primary residence or a home that is visited regularly by the same child, under age 6, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visits last at least 6 hours, and the combined annual visits last at least 60 hours).
4. **Housing for the elderly or persons with disabilities** (unless any one or more children under age 6 resides or is expected to reside in such housing for the elderly or persons with disabilities).
5. **Any 0-bedroom dwelling.**
6. **Minor Repair or Maintenance Activities:** Activities that will disturb less than the following square feet of paint surfaces in 30 calendar days (counting all paint surface areas of a removed component):
  - 6 square feet per room for interior activities; or
  - 20 square feet for exterior activities.

But this exemption does *NOT* apply to the following:

- Window replacement.
- Demolition of painted surface areas.
  - Using any of the following:
- Open-flame burning or torching;
- Machines to remove paint through high-speed operation without HEPA exhaust control; or
- Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.

#### **Testing for lead-based paint and lead-based paint residues**

Testing for lead-based paint is not an allowable weatherization expense except, when it is related to the installation of energy efficiency measures. These expenditures must be within the limits set by the state in its Weatherization health and safety plan.

#### **U.S. Department of Energy Minimum Standards for LSW**

Safe Work Practices must be implemented to minimize exposure to hazards for residents and the workers, while allowing Weatherization to occur in a cost-effective manner and to not hinder production. The effort required will be based on the hazard, the work specifications, and customer health issues.

**CHECK:** Federal, state, and local regulations.

- OSHA has rules for worker safety.
- States and local communities may have rules for waste disposal.

**To meet the LSW minimum standards, crews and contractors MUST follow the general principles of working in a lead-safe manner. Best practices for working in a lead-safe manner are available in the benchmark LSW procedures and curriculum and should be reviewed and consistently enforced on LSW jobs.**

#### **A. Requirements**

##### **Client Protection and Notification**

For occupied homes, the Weatherization staff, crew, or contractor must have an adult tenant or homeowner sign an acknowledgement after receiving the pamphlet. The pamphlet can also be sent by certified mail with receipt to be placed in the customer file.

In multi-unit housing, the agency must:

- Provide written notice to each affected unit (notice must describe: general nature and locations of the planned renovation activities; the expected starting and ending dates; statement of how occupant can get pamphlet at no charge); or
- Post informational signs (signs must describe general nature and locations of the renovation and the anticipated completion date) and post the EPA pamphlet. (If pamphlet is not posted then agencies are required to provide information on how interested occupants can review a copy of the pamphlet or obtain a copy at no cost from the Weatherization Program).
- Delivery to owner/occupant. Owner's and/or occupant's signature with acknowledgment or certificate of mailing. The owner/occupant must acknowledge receipt of the EPA pamphlet prior to start of renovation that contains the address of unit undergoing renovation, name and signature of owner or occupant, and the date of signature. It must be in same language as "contract for renovation" for an owner-occupied (or the same language as the lease for occupant of non-owner occupied) target housing.

If the Weatherization Program cannot get a signed acknowledgment (either the occupant is not home or refuses to sign the form), then the self-certification section of the form must be signed to prove delivery.

The acknowledgement form must be filed and remain with the client file for three years from date of signature. In addition to providing a copy of the pamphlet to owners and occupants, designated local agency staff (e.g., intake specialist, auditor, crew chief) must discuss the hazards associated with lead-based paint and lead dust, and describe how they will conduct LSW in the home.

### **Weatherization Worker Protection**

LSW includes these procedures and safety precautions:

- Wear personal protective gear specifically suited for the particular LSW measure. Use the National Institute for Occupational Safety and Health (NIOSH) approved respirators (at least ½ face) with HEPA filters.
- Use disposable overalls (with hood or a disposable painter's cap), gloves (cloth, plastic, or rubber as appropriate), goggles, and disposable shoe/boot covers.
- Keep dust to a minimum and properly contain dust and paint chips to the work area.
- Clean up area during and after work.
- During Weatherization, wash your hands and face frequently, particularly when leaving the work area and especially before leaving the area for the purpose of eating, drinking, or smoking.
- Before leaving a confined work area, remove your protective clothing and protective shoe/boot covers to avoid exposing others.
- Before leaving a confined work area, and before returning tools and equipment to vehicles, clean all tools to avoid exposing others and creating a lead-hazard to the next Weatherization job.
- Get annual medical exams to check blood lead levels. Do non-lead-related work if your blood lead level gets too high.
- Inform your employer if you develop signs of lead poisoning.

### **B. General LSW Work Practice Standards**

- Crews and contractors must take steps to protect occupants from lead-based paint hazards while the work is in-progress using appropriate containment strategies.
- Occupants, especially young children or pregnant women, may not enter the work site. Occupants are allowed to return only after the work is done and the home has passed a visual inspection.
- Occupants' belongings must be protected from lead contamination. This can be done by removing them from the work area or covering them in protective bags and sealing it to prevent dust from getting on the items.
- The work site must be set up to prevent the spread of leaded dust and debris.
- Warning signs must be posted at entrances to the worksite when occupants are present; at the main and secondary entrances to the building; and at exterior work sites. The signs must be readable from 20 feet from the edge of the worksite. Signs should be in the occupants' primary language, when practical.
- The work area must be contained. If containment can not be achieved with occupants in the unit (e.g., work will take several days and involves the kitchen, bathrooms, or bedrooms that can not be sealed off from use), occupants must move out of the unit or the work must be deferred until containment can be achieved.
- Ensure containment does not interfere with occupant and worker egress in an emergency.

### **Prohibited Work Activities**

- NEVER - use reusable cloth or fabric, such as a painter's drop cloth, as protective containment sheeting. Polyethylene and in some cases when working on the exterior garden fabric are the only acceptable protective containment sheeting and must never be reused.
- NEVER - use brooms and shop vacuums for cleanup. Wet cleaning and HEPA vacuums are the only acceptable methods for cleanup.
- NEVER - use a conventional shop vacuum with HEPA filters - only HEPA-designed vacuums are acceptable for LSW.
- NEVER - turn leaded paint into leaded dust by dry scraping or sanding (unless needed around electrical outlets) or grinding, abrasive blasting or planing.
- NEVER - use an open-flame torch or heat gun (above 1100°F) to remove paint or window glazing. Open flame/high heat methods to remove paint create fumes that are dangerous for workers to breathe. Small lead particles created by burning and heating also settle on surrounding surfaces and are very hard to clean up.
- NEVER - allow residents and pets access to the work area while work is underway.
- NEVER - open windows and doors allowing lead dust to float into other parts of the building or outside.
- NEVER - allow furniture and other objects to remain in the Weatherization work area while Weatherization work is being performed unless they are covered and sealed in polyethylene sheeting or bags.

### C. Containment

Containment is anything that stops any dust or debris from spreading beyond the work area to non-work areas. The level of containment must be determined by the auditor/inspector or supervisor before work is assigned to a crew or contractor. To comply with EPA's LRRPP Rule requirements, a **Certified Renovator will be required at the jobsite to assess and set up the containment site.**

Every home and every specific Weatherization measure is unique, therefore the level of containment required will be based on the hazards present, the age of the home, the scope of work activities, and any customer health issues. Although Weatherization jobs require individual assessments, LSW work generally falls into two levels of containment and the related standards are outlined below.

#### Level 1 Containment

Level 1 containment is required in pre-1978 homes when **less than 6 ft<sup>2</sup>** of interior painted surface per room or 20 ft<sup>2</sup> of exterior painted surface will be disturbed.

Level 1 containment consists of methods that prevent dust generation and contains all debris generated during the work process. The containment establishes the work area which must be kept secure.

Measures that *may* fall within this guideline include:

- Installing or replacing a thermostat
- Drilling and patching test holes
- Replacing HEPA filters and cleaning HEPA vacuums
- Changing Furnace Filter
- Removing caulk or window putty (interior)
- Removing caulk or window putty (exterior)
- Removing weather-stripping

#### Level 2 Containment

Level 2 containment is required when Weatherization activities will disturb **more than 6 ft<sup>2</sup>** of interior surface per room or 20 ft<sup>2</sup> of exterior surfaces in homes built prior to 1978. Level 2 containment consists of methods that define a work area that will not allow any dust or debris from work area to spread. Level 2 containment requires the covering of all horizontal surfaces, constructing barrier walls, sealing doorways, covering HVAC registers with approved materials, and closing windows to prevent the spread of dust and debris.

Measures requiring level 2 containment *may* include:

- Drilling holes in interior walls
- Drilling holes in exterior walls, removing painted siding
- Cutting attic access into ceiling or knee walls
- Planing a door in place
- Replacing door jambs and thresholds
- Replacing windows or doors
- Furnace replacements

Additionally, Level 2 containment must **ALWAYS** be used where any of the following is conducted (even if the activities will disturb less than the hazard de minimis levels within the Level 1 category):

- Window replacement
- Demolition of painted surface areas
- Using any of the following:
  - Open-flame burning or torching;
  - Machines to remove paint through high-speed operation without HEPA exhaust control; or
  - Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.

#### D. Proper LSW Clean-Up and Debris Disposal

Following the containment standards in the previous section will minimize the level of effort required to properly clean up the job site. All dust, dirt, material scraps, containers, wrappers, and work related debris must be removed from the customer's home. A HEPA vacuum should be used to clean up the work areas. Further cleaning may be necessary based on the hazard.

At the conclusion of the job, once all workers have "cleaned" the work areas thoroughly, Weatherization workers must adhere to the following:

##### Safe and Secure Disposal

- Bag and gooseneck-seal all waste in 6-mil plastic bags
- Safely dispose of all waste in accordance with federal, state, and local regulations

##### Visual Inspection Verification

Checking the quality of worksite cleanliness is a two-phase process:

- Phase 1: Worker visual inspection during the cleaning process; look for any visible paint chips, dust, or debris as you clean, using proper techniques.
- Phase 2: Supervisor visual inspection after cleanup. There should be no evidence of settled dust following a cleanup effort. If dust is observed, the Weatherization crew must be required to repeat the cleaning.

If work is done outside the house, the grounds around the dwelling and all exterior horizontal surfaces should also be examined visually to make certain that all waste and debris have been removed and that paint chips were not left behind.

#### Deferrals

Arizona's WAP sub-grantees will follow the lead-based paint "deferral policy" to determine when it is prudent to defer certain Weatherization work in homes that have either tested positive or are assumed to have lead-based painted surfaces.

- First, the subgrantee should assess the following factors:
  - 1) Is the subgrantee prepared to work with lead-based paint? (i.e., have workers received training in LSW work practices - is the necessary equipment, such as HEPA vacuum cleaners, available; and does the agency's liability insurance cover work with lead-based paint);
  - 2) What is the condition of the painted surfaces in the house that might be specifically disturbed in the course of an allowable weatherization measure? (i.e., are they *seriously* deteriorated);
  - 3) What is the extent to which the specific energy efficiency measures determined by the audit will disturb painted surfaces? (i.e., will the disturbance likely generate dust in excess of OSHA minimums); and,
  - 4) Will the cost of doing LSW work represent a large portion of the total cost, such as to exceed the amount allowed by the state's health and safety plan (which could be the case if large amounts of lead-based paint surfaces will be disturbed)?
- Second, the grantee should determine, based on consideration of the above factors, whether to:
  - 1) Proceed with all the weatherization work, following LSW work practices; or
  - 2) Do some of the weatherization tasks, defer others; or
  - 3) Defer all the weatherization work

Deferral would mean postponing the work either until the Weatherization agency is prepared to work with lead-based paint, or until another funding source has been identified that can finance corrections to the problem LBP area that weatherization can be safely performed.

In cases where extensive LSW would be necessary, agencies are encouraged to arrange with other organizations, which are funded to do lead-based paint hazard control, to perform some of the more costly activities, such as risk assessment or clearance testing. In areas where there are no organizations performing such work, Weatherization agencies may choose to develop their capabilities (purchase of equipment and advanced training for subgrantee crews) for lead-based paint hazard control work, but they may not use DOE Weatherization funds for this purpose. In such a home, regular Weatherization work that does not disturb painted surfaces can be done.

#### **Funding of lead safe weatherization**

Whereas DOE funds may be used to pay for Weatherization activities that disturb lead-based painted surfaces while installing energy efficiency measures or for case-by-case testing, the funds may not otherwise be used for abatement, stabilization or control of lead-based paint hazards, or routine entrance and clearance testing.

However, U. S. Department of Housing and Urban Development (HUD) funds such as Community Development Block Grant (CDBG), lead hazard control programs and HOME Repair and Rehabilitation Program funds may be used to do this work. Also, U. S. Department of Health and Human Services' (HHS) Low-Income Home Energy Assistance Program (LIHEAP), may be used for certain expenses related to Lead Safe Weatherization.

Specifically, for DOE funding, agencies should budget LSW costs under health and safety as a separate cost category, excluded from the calculation of average cost per home. Lead Safe Weatherization costs include labor, material, insurance, training, and equipment.

#### **Liability issues**

Unless an agency has specifically purchased additional insurance to cover pollution occurrences, they probably do not have sufficient insurance for their work as required by the WAP's Program Year 2002 Annual Guidance, **Weatherization Program Notice 02-1**. It is likely that their general liability insurance has a pollution occurrence exclusion.

All Arizona Sub-grantees must have liability insurance that covers work in a home with lead-based paint before any LSW work is implemented. This liability insurance does not and should not cover lead abatement projects.

Abatement projects are extensive projects designed to permanently eliminate the lead-based paint hazard. Only work that HUD refers to as "interim controls" must be covered. It is important to use this policy to demonstrate to the insurer the limited nature of the paint disturbance and the precautions being taken to avoid liability. The cost of such insurance is an allowable DOE expense, and we urge agencies to seek ways to obtain the coverage at reasonable rates.

For insurance shopping purposes, there are features about Weatherization work that local agencies should use in making the case for the lower risk associated with the nature of Weatherization work, especially when compared to lead-based paint abatement and lead hazard control work:

- Weatherization is different from lead hazard control work and involves lesser levels of work associated with painted surfaces. In fact, the disturbance of painted surfaces, by comparison, is minimal and when it happens, is incidental to the purpose of the work - the installation of energy conserving measures.
- In addition, not all weatherization work involves disturbing painted surfaces and some homes are lead free, and so the *risk basis* for insurance rates - unlike insurance for lead hazard control work - should not be based on one hundred percent operations in a lead paint environment for every home weatherized.

DOE is involved with EPA and HUD in continuing discussions with the insurance industry about ways to qualify Weatherization agencies for more favorable rates. We also welcome suggestions from state and local agencies with experience in obtaining reasonable rates for this kind of work, which we will share with the Arizona subgrantees.

## **Training**

Arizona's WAP requires that *when disturbance of painted surfaces is significant*, Weatherization workers will use LSW practices.

Arizona's WAP will provide or recognize prior participation in the following training opportunities to sub-grantee as required, taking into consideration each subgrantees mix of action items and allowable measures:

- LSW workshops provided by trainers who are certified in The HUD Lead Safe Work Practices.
- Peer-to-Peer training.
- Individual agency training on an as needed basis.

All training will utilize the Lead Safe Weatherization curriculum developed by Montana State University.

## **7. Building Structure**

Building rehabilitation is beyond the scope of the Weatherization Assistance Program; however, Arizona Subgrantees frequently encounter homes in poor structural condition. Dwellings whose structural integrity is in question should be referred to the Arizona Department of Housing.

Weatherization services may need to be delayed until the dwelling can be made safe for crews and occupants (see Deferral Standards).

Incidental repairs necessary for the effective performance or preservation of weatherization materials are allowed if the cost of the weatherization material and incidental repair are cost justified by the audit. Examples of these limited repairs include sealing minor roof leaks to preserve new attic insulation and repairing water-damaged flooring as part of replacing a water heater.

## **8. Electrical Issues**

The two primary energy-related health and safety electrical concerns are

- 1) Insulating homes that contain knob-and-tube wiring and
- 2) Identifying overloaded electrical circuits.

Older electric wiring, primarily knob-and-tube wiring, located in a wall cavity or exposed on an attic floor was originally intended by code to have *free air movement* for that would cool the wire when carrying an electric current. Laboratory tests have shown that retrofitting thermal insulation around electric wiring can cause it to overheat, resulting in a fire hazard.

Arizona program policy requires that subgrantees ensure that insulation around knob-and-tube wiring conforms with applicable codes in jurisdictions where the work is being performed.

*Serious electrical hazards exist when gross overloads are present.* Should auditors and crews find such existing problems, they must notify the owner verbally and in writing by the subgrantee WAP program manager.

Weatherization measures that involve the installation of new equipment such as air conditioners, heat pumps, or electric water heaters can exacerbate previously marginal overload problems to hazardous levels. The problem must also be noted in the client file. To the extent that these problems prevent adequate weatherization, the agency should consider repairing them on a case-by-case basis.

## **9. Refrigerant Issues**

The replacement of air conditioners requires subgrantees to ensure that the requirements of the Clean Air Act 1990, section 608, as amended by 40 CFR 82, 5/14/93, be enforced. The appliance vendor, de-manufacturing center, or other entity recovering the refrigerant must possess EPA-approved section 608 types I or universal certification. Subgrantees must ensure they have appropriate protocols in place that comply with all standards relating to the disposal of the existing appliances.

## **10. Other Code Compliance Issues**

It is the subgrantee's responsibility to ensure that weatherization-related work conforms with applicable codes in jurisdictions where the work is being performed.

### **E. Deferral Standards**

The decision to defer work in a dwelling is difficult, but necessary, in some cases. This does not mean that assistance will never be available, but that work must be postponed until the problems can be resolved and/or alternative sources of help are found. Note that subgrantees, including crews and contractors, are expected to pursue reasonable options on behalf of the client, including referrals, and to use good judgment in dealing with difficult situations.

Subgrantees will develop guidelines and a standardized form for such situations. The form will include the client's name and address, dates of the audit/assessment and when the client was informed, a clear description of the problem, conditions under which weatherization could continue, the responsibility of all parties involved, and the client(s) signature(s) indicating that they understand and have been informed of their rights and options.

#### **Deferral conditions may include:**

- The client has known health conditions that prohibit the installation of insulation and other weatherization materials.
- The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the conditions cannot be resolved cost-effectively.
- The house has sewage or other sanitary problems that would further endanger the client and weatherization installers if weatherization work were performed.
- The house has been condemned or electrical, heating, plumbing, or other equipment has been "red tagged" by local or state building officials or utilities.
- Moisture problems are so severe they cannot be resolved under existing health and safety measures and with minor repairs.
- Dangerous conditions exist due to high carbon monoxide levels in combustion appliances, and cannot be resolved under existing health and safety measures.
- The client is uncooperative, abusive, or threatening to the crew, subcontractors, auditors, inspectors, or others who must work on or visit the house.
- The extent and condition of lead-based paint in the house would potentially create further health and safety hazards.
- In the judgment of the energy auditor, any condition exists which may endanger the health and/or safety of the work crew or subcontractor, the work should not proceed until the condition is corrected.

### **REFRIGERATOR REPLACEMENT POLICY**

The following criterion applies to replacement refrigerators:

#### **ELIGIBILITY FOR REPLACEMENT**

Weatherization Program Notice 00-5 lists the types of refrigerators that may be installed with U.S. Department of Energy (DOE) funds. Refrigerators and refrigerator-freezers with manual, automatic, or partial automatic defrost are eligible. Units must comply with UL-250 and with energy efficiency standards established in the National Appliance Energy Conservation Act of 1987 that are periodically updated. New replacement units may **not** have through-the-door ice or water service since this feature increases energy use.

To qualify for replacement, the refrigerator replacement unit must result in a savings-to-investment ratio (SIR) of 1.0 or greater.

To determine the SIR, one of the following methods must be used to determine the energy use of the existing unit:

- Refrigerator replacement analysis tools that utilize the Association of Home Appliance Manufacturers or other approved refrigerator databases.
- Meter electric usage of the existing unit utilizing an approved meter. A list of approved meters is available from the OEP.

### METERING REQUIREMENTS

- Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.
- Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

### MATERIALS

- New refrigerators shall:
  - Not exceed the size of the replaced unit.
  - Have a minimum 1-year warranty.

### INSTALLATION

- The electrical outlet shall:
  - Provide the voltage specified on the ID plate of the new refrigerator.
  - Be properly grounded and/or protected with a properly functioning GFCI device.
  - Be located within reach of the refrigerator without the use of an extension cord.
  - Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
  - Meet refrigerator manufacturer's specifications for space and clearances.
- The contractor shall:
  - Deliver and install the new refrigerator.
  - Level the unit to ensure proper operation.
  - Ensure that door hinges are on the appropriate side.
  - Instruct the customer on refrigerator operation.
  - Deliver warranties and operating manuals to the customer.
  - Set temperature controls appropriately.

### DISPOSAL

- The contractor shall:
  - Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.
  - Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.
  - Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
  - Remove all packing materials from the customer's premises.

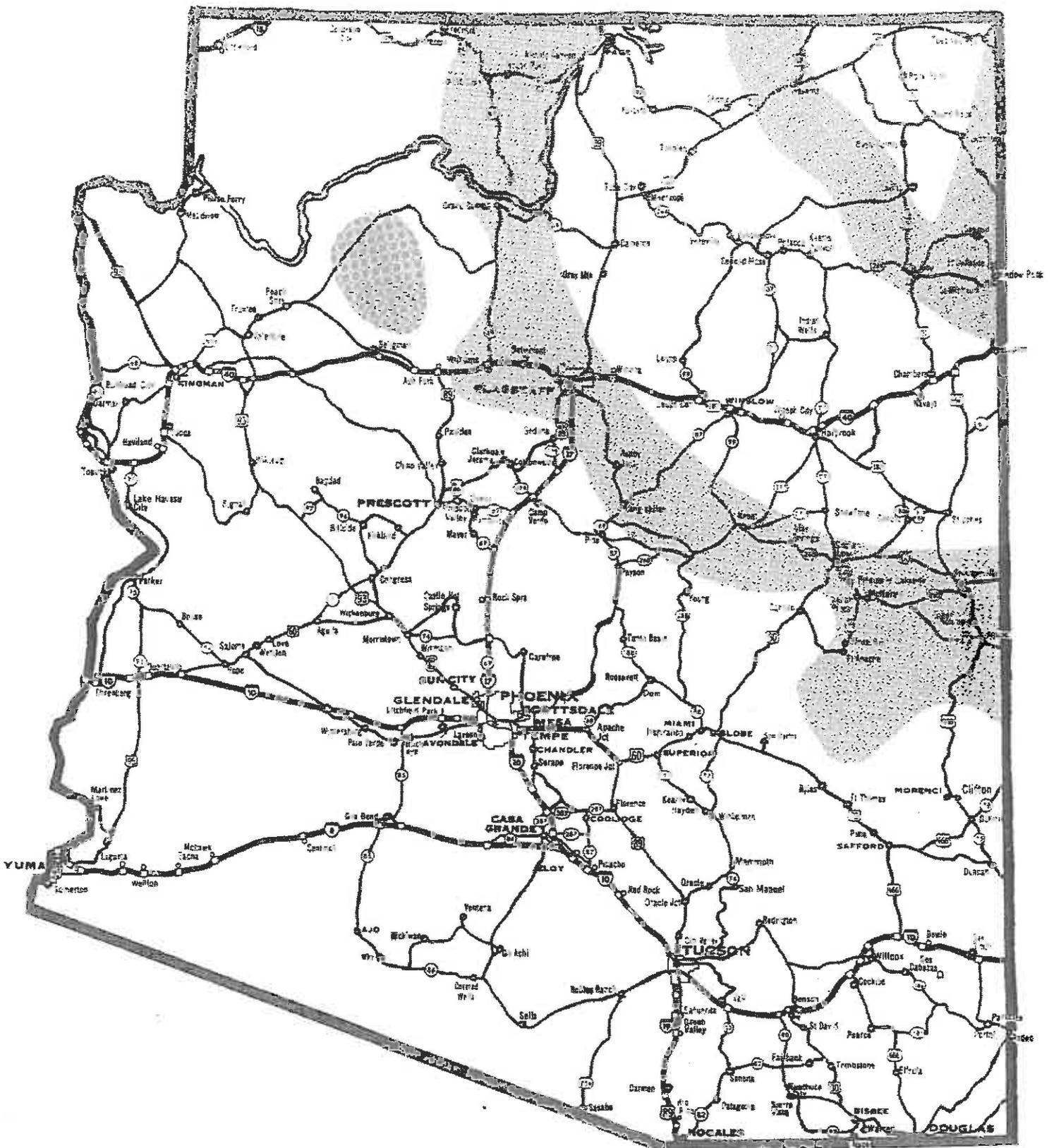
### REPORTING

- The sub-grantee shall record the following information for both the existing and replacement refrigerators:

- Manufacturer (for years available)
  - Brand
  - Year of manufacture
  - Model number
  - Type (e.g., side-by-side, top freezer)
  - Database estimated kWh/yr
- On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
  - Provide saving to Investment Ratio for the replacement refrigerator.

**WRITTEN AUTHORIZATION**

There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.

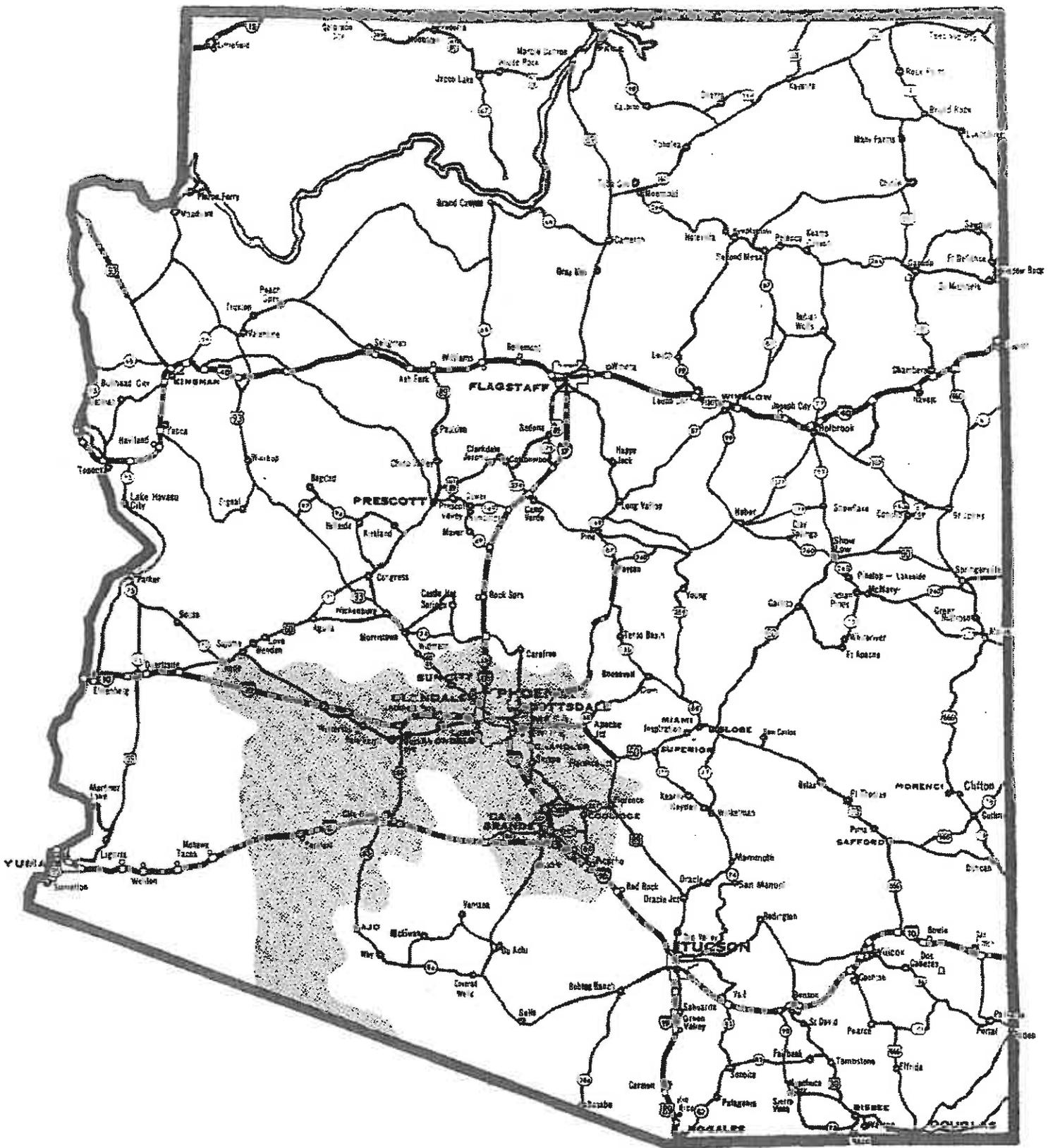


**Climate Zone 1 Locations**

Flagstaff  
 Fort Defiance  
 Grand Canyon  
 Happy Jack  
 Heber

Kayenta  
 McNary  
 Nutrioso  
 Pinetop-Lakeside  
 Show Low

Springerville  
 Whiteriver  
 Williams  
 Window Rock

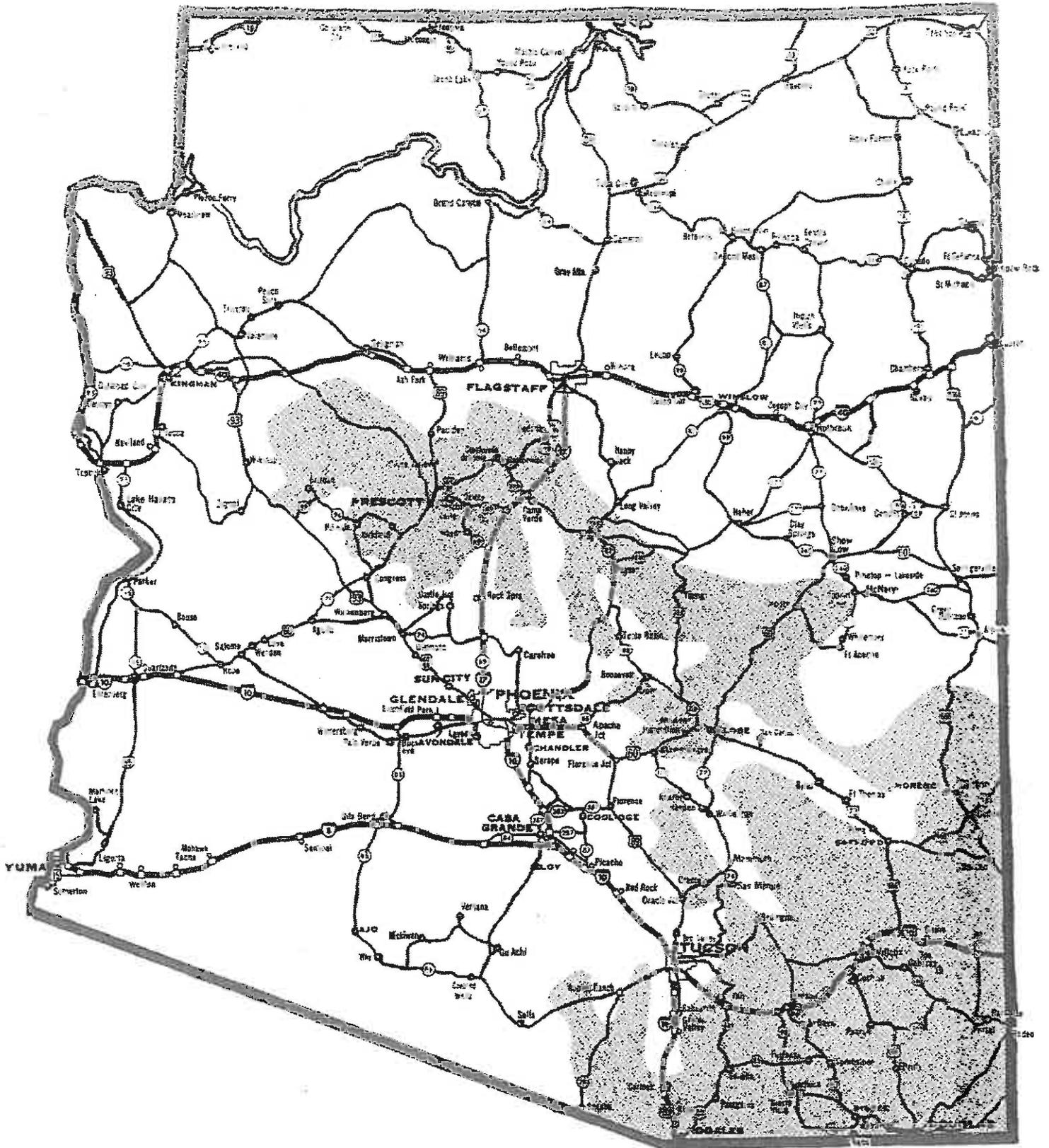


**Climate Zone 2 Locations**

Apache Junction  
 Avondale  
 Buckeye  
 Casa Grande  
 Chandler  
 Coolidge

Eloy  
 Florence  
 Gila Bend  
 Glendale  
 Litchfield Park  
 Mesa

Phoenix Area  
 Picacho  
 Scottsdale  
 Sun City  
 Tempe

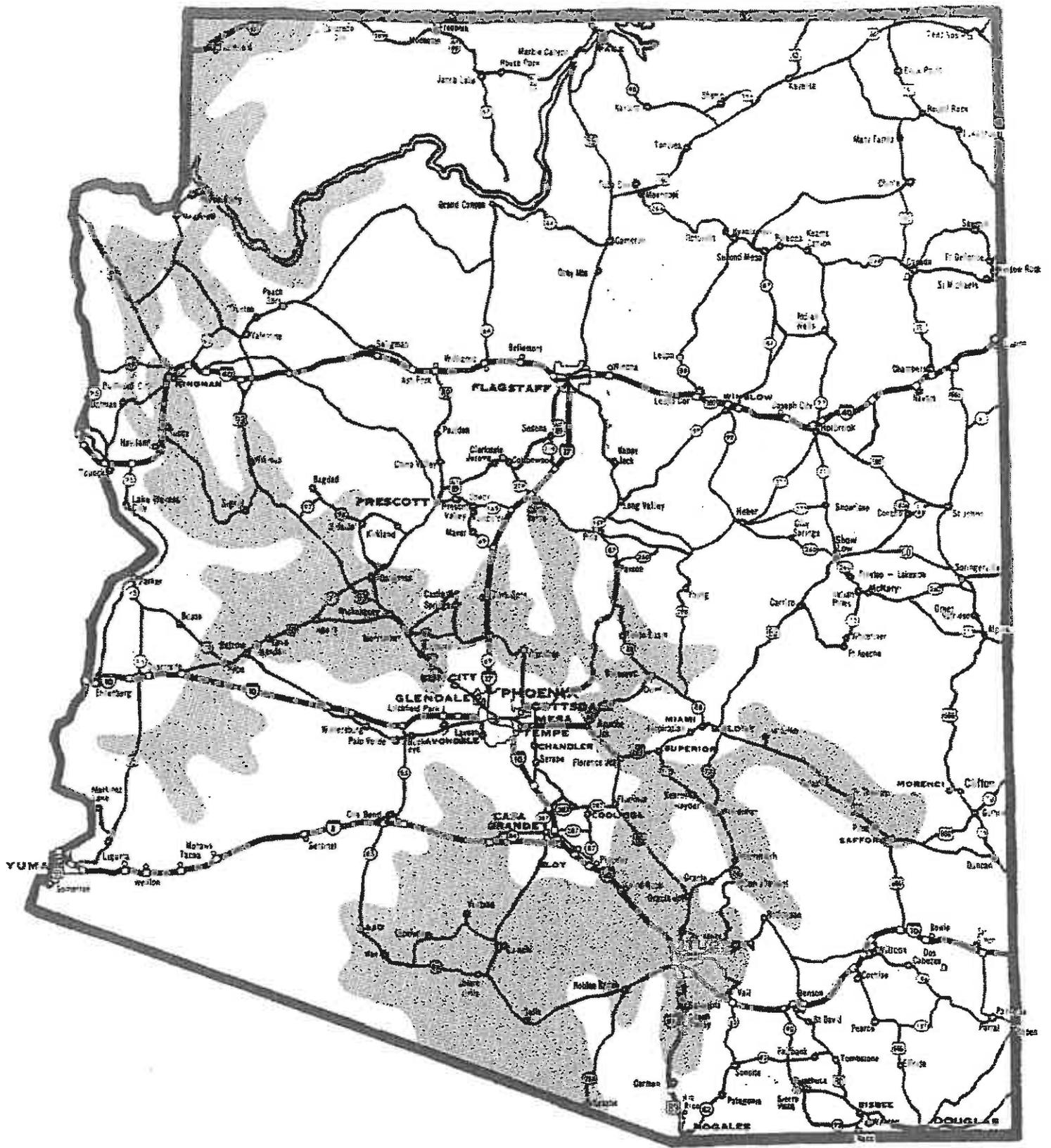


Climate Zone 3 Locations

Bagdad  
 Bisbee  
 Campe Verde  
 Chino Valley  
 Clifton  
 Cottonwood

Douglas  
 Duncan  
 Globe  
 Mayer  
 Miami  
 Nogales

Oracle  
 Patagonia  
 Payson  
 Prescott  
 Sedona  
 Willcox

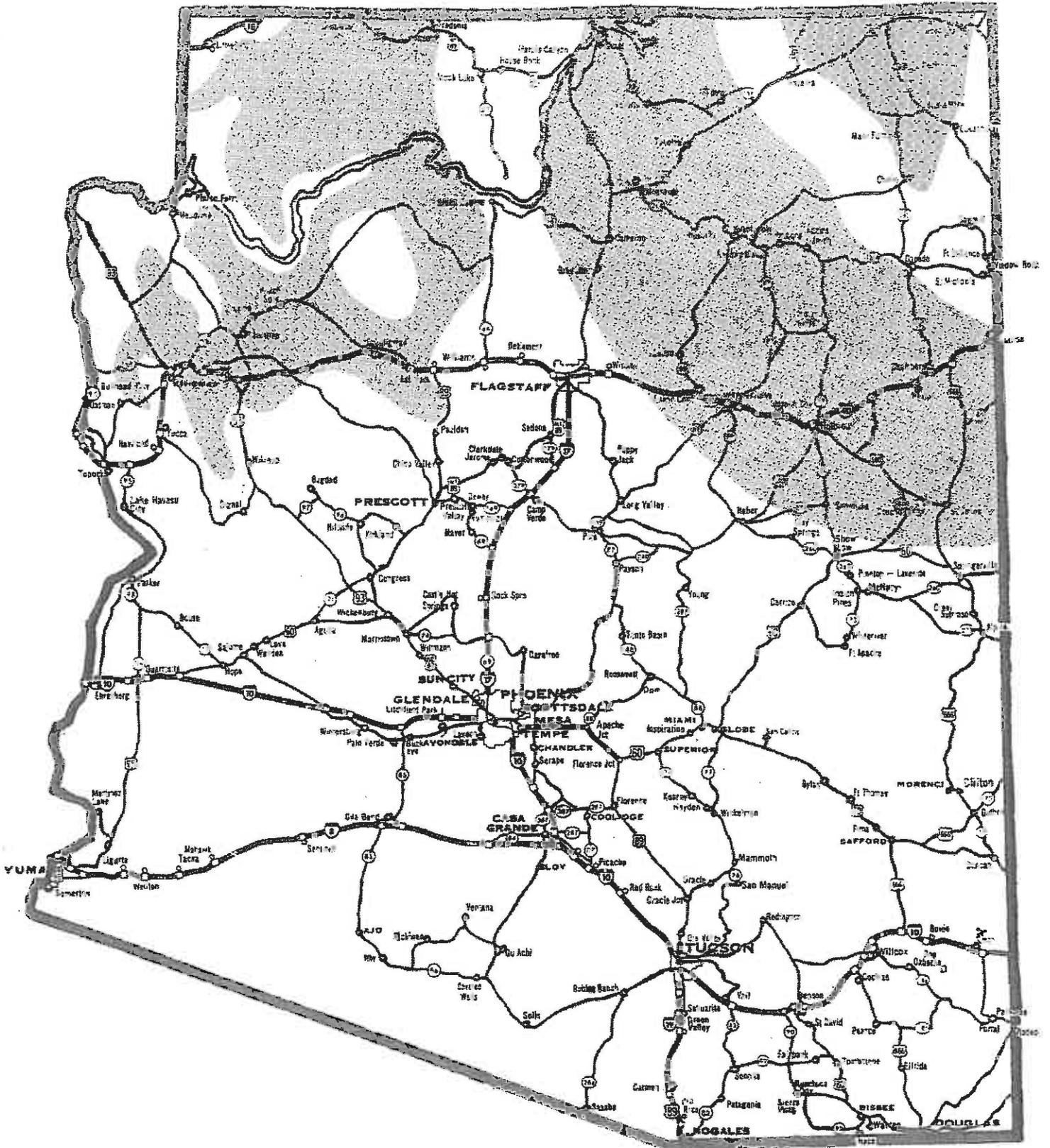


**Climate Zone 4 Locations**

Aguilá  
 Ajo  
 Carefree  
 Fort Thomas  
 Green Valley  
 Gu Achi

Hayden  
 Kearney  
 Kingman  
 Morristown  
 Pima  
 Safford

Salome  
 San Carlos  
 Sells  
 South Tucson  
 Superior  
 Tucson

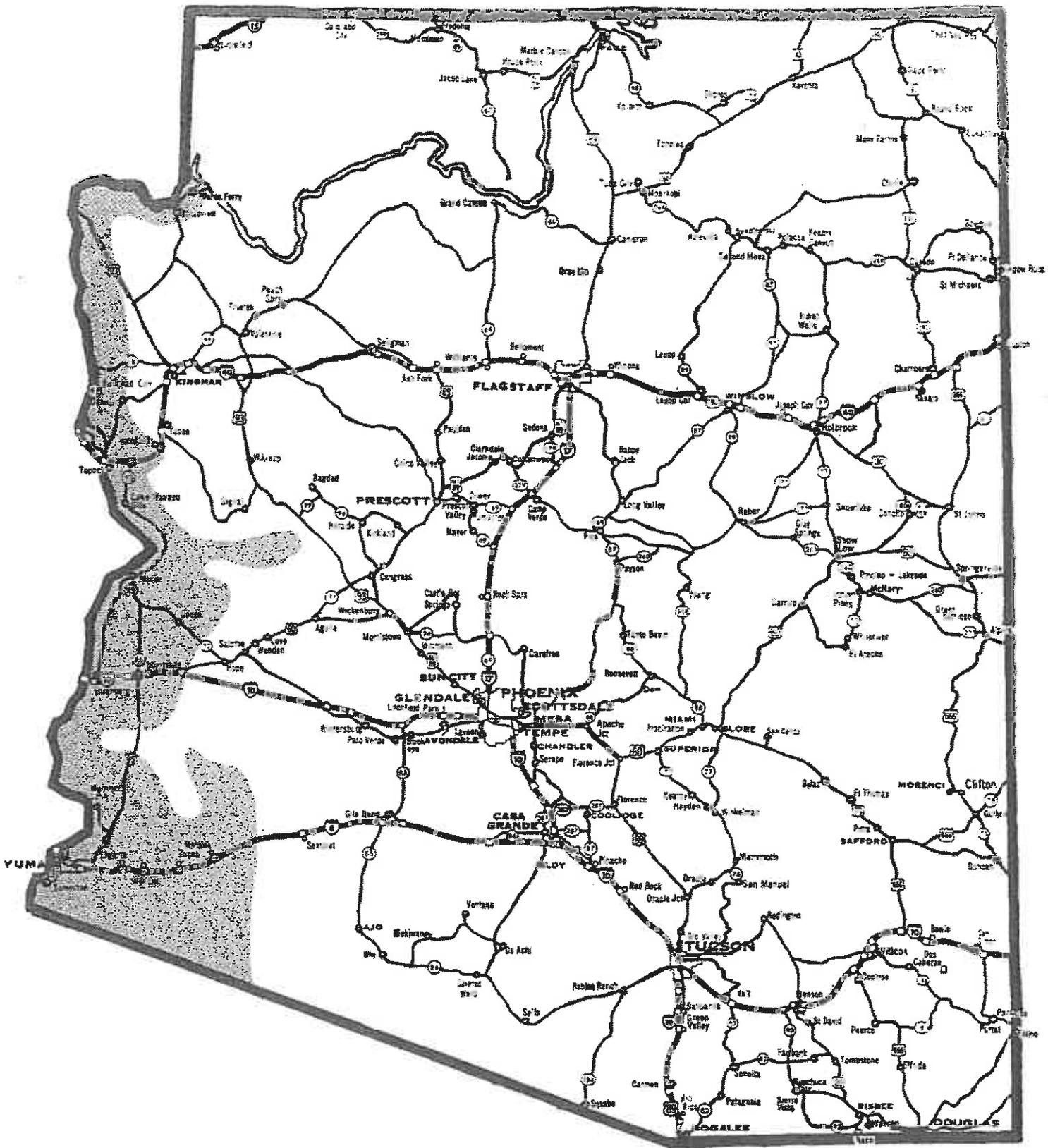


**Climature Zone 5 Locations**

Ash Fork  
 Colorado City  
 Fredonia  
 Holbrook  
 Joseph City  
 Keams Canyon

Mocassin  
 Moenkopi  
 Page  
 Peach Spring  
 Polacca  
 Saint Johns

Seligman  
 Snowflake  
 Tuba City  
 Winslow



**Climate Zone 6 Locations**

Bullhead City  
 Ehrenberg  
 Lake Havasu City

Parker  
 Quartzsite  
 Somerton

Wellton  
 Yuma

**ARF-836**

**Consent Agenda Item 3- D**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

Submitted For: Lorraine Dalrymple

Submitted By: Lorraine Dalrymple  
Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Health Services

Fiscal Year: 2011-2012

Budgeted?: Yes

Contract Dates July 1, 2011 - June 30, 2012

Grant?: Yes

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Professional Service Agreement between Gila County Office of Health and Christine McCown, R.N.

Background Information

The Gila County Office of Health has been providing Neonatal Intensive Care Program (NICP) Home Health Nursing Visits for over 10 years. Christine McCown is an Neonatal Intensive Care Unit (NICU) Nurse who has been providing these services to qualified infants and their families in Gila County from July 2010 through June 2011 on a per diem basis.

Evaluation

This contract will allow the Gila County Division of Health to provide Community Health Nursing and Neonatal Intensive Care services to qualified children and their parents. The Community Nursing Services provides support to families during the transition of the infant to home; conducts developmental, physical and environmental assessments and makes referrals to specific community services as needed.

Conclusion

Without this contract we would be unable to provide these services to the families of Gila County citizens.

Recommendation

It is the recommendation of the Health Division Director that the Board of Supervisors approve this Professional Services Agreement between the Gila County Office Of Health and Christine McCown, RN on a per diem basis to provide nursing home visits from July 1, 2011 through June 30, 2012 for an amount not to exceed \$11,900.00.

Suggested Motion

Approval of a Professional Services Agreement between the Gila County Office Of Health and Christine McCown, RN on a per diem basis to provide nursing home visits from July 1, 2011, through June 30, 2012, for an amount not to exceed \$11,900.

Attachments

Initial Contract

Renewal

David Fletcher  
Director

Judy Smith  
Divisional Program Manager  
for Community Services



Jendean Sartain  
Deputy Director

Carolyn Haro  
Divisional Program Manager  
for Health

## GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES

1400 E. Ash Street, Globe, AZ 85501

(928) 425-3189

*"Improving the Quality of Life for all Residents"*

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### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into between the Gila County Division of Health and Community Services, Office of Health (the "Office of Health"), a political subdivision of the State of Arizona, and Christine McCown, R.N. (the "Subcontractor").

**WHEREAS**, the Office of Health requires the services of a Registered Nurse to assist in the fulfillment of the District's contract with the Arizona Department of Health Services for Community Health Nursing, Contract No. HP461413-014 (the "ADHS Contract"); and

**WHEREAS**, the Subcontractor is a Registered Nurse licensed to practice in Arizona; and

**WHEREAS**, the Office of Health wishes to contract with the Subcontractor for Community Health Nursing services as described herein, and the Subcontractor is willing to provide such services upon the terms and conditions set forth herein,

**NOW, THEREFORE**, the parties agree as follows:

1. **Term.** This Agreement shall commence as of July 1, 2010 (the "Effective Date") and shall continue in effect through 30<sup>th</sup> of June 2011 unless sooner terminated as provided in Section 10.
2. **Services.** The Subcontractor shall provide Community Health Nursing, all in accordance with the ADHS Contract and under the general direction of the Health Services Program Manager of the Office of Health. The Subcontractor acknowledges receipt of a copy of the ADHS Contract and understands and agrees that all services hereunder shall be provided in strict compliance with the ADHS Contract. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses.
  - Provide the Gila County Division of Health and Community Services a copy of her current certifications and licensure requirements, current immunizations, current CPR card, and copies of all classes and certifications necessary to fulfill her responsibilities as the Community Health Nurse.
  - Conduct the home visits in Gila County including the Globe/Miami and Payson areas for the NICP program
  - Provide all tools except for the patient charts
  - Provide the Gila County Division of Health and Community Services a list of visits and all data necessary for the quarterly quality assurance reports monthly, along with the bill for services provided that month by the 10<sup>th</sup> day of the following month.
  - Review charts and patient status at least bi-monthly
  - Provide the Gila County Division of Health and Community Services a copy of his/her current nursing license, current CPR card, and copies of all classes and certifications necessary to fulfill his/her responsibilities as the NICP Nurse
  - Attend trainings/meetings specific for NICP program as specified by GCDHCS and/or ADHS
  - Attend the annual site visit by the state
  - Follow all policies and procedures as defined by the Arizona Department of Health Services, NICP Program
  - He/She will be paid per diem for the following tasks, as defined in the NICP policy and procedure manual, (this includes all fees, mileage, etc), not to exceed \$3,663.00 during the course of this agreement.

3. **Compensation.** He/She will be paid per diem for the following tasks, as defined in the NICP policy and procedure manual, (this includes all fees, mileage, etc), not to exceed \$3,663.00 during the course of this agreement.

- o Local Visits \$125.00 per visit
- o Out-of-Town \$150.00 per visit
- o Interim Visits \$ 75.00 per visit
- o Shadow Visits \$ 75.00 per visit
- o NICP/Training \$200.00 per day
- o Newborn Screening Visits \$125.00 per visit

At the end of the first month that this Agreement is in effect and at the end of each month thereafter, the subcontractor will submit to Gila County a demand in the amount of the monthly fee. Payment shall be made directly to the Subcontractor in accordance with the County's standard procedures for processing demands.

4. **Independent Contractor.** In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the Office of Health and shall not be entitled to any benefits provided to the Office of Health Employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
5. **Insurance.** The Subcontractor shall maintain in force during the term of this Agreement, at the Subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000 per occurrence and such other insurance as the Office of Health's Risk Manager may reasonably require. The Subcontractor shall provide the Office of Health with certificates of insurance evidencing all required policies and shall notify the Office of Health of any cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
6. **Compliance with Laws.** The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws required to be incorporated into the Agreement shall be enforced as though fully set forth herein.
7. **Professional Licenses.** The Subcontractor shall maintain in force throughout the term of this Agreement any and all licenses, permits and accreditations required for the Subcontractor to provide services hereunder. The Subcontractor shall notify the Office of Health and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
8. **Reports and Records.** The record on a client at the time of physical examination and all other client records shall be retained in the Office of Health Office. The Subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS Contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.
9. **Indemnification.** To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).
10. **Termination.** This Agreement shall terminate immediately and automatically upon the termination of the ADHS Contract for any reason. In addition, either party may terminate this Agreement for any reason upon 30 days prior written notice to the other party. In addition, the District may terminate this Agreement upon written notice if the Subcontractor fails to cure any default in performance within ten days after delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS §§ 38-511 (concerning conflicts of interest).
11. **Non-Assignment.** The Subcontractor shall not assign any right or interest in this Agreement without the Office of Health's prior written approval, nor shall the Subcontractor delegate or subcontract any

duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

**12. Anti-Terrorism Warranty**

Pursuant to A.R.S. §35-397 the SUBCONTRACTOR 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.

**13. Legal Arizona Workers Act Compliance**

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 employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

County shall have the right at any time to inspect the books and records of SUBCONTRACTOR in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of 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 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 SUBCONTRACTOR.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**GILA COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES**

By \_\_\_\_\_  
Chairman, Board of Supervisors

**SUBCONTRACTOR**

\_\_\_\_\_  
Signature  
**Christine McCown, RN**  
Printed Name

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<b>Bio- Terrorism Prevention</b>	<b>Community Action</b>	<b>Environmental Health</b>	<b>GEST</b>
<b>Housing Rehabilitation</b>	<b>Nursing Services</b>	<b>Nutrition Services</b>	<b>Public Fiduciary</b>
<b>Rabies Control</b>	<b>REPAC</b>	<b>Section 8 Housing</b>	<b>Weatherization Program</b>
<b>Workforce Investment Act</b>			

Reasonable accommodations for persons with disabilities may be requested.



## GILA COUNTY DIVISION of HEALTH and EMERGENCY SERVICES

5515 South Apache Ave, Suite 100, Globe, AZ 85501  
PHONE: (928) 425-3231 ext.8811 FAX: (928) 425-0794  
*"Improving the Quality of Life for all Residents"*

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### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into between the Gila County Division of Health and Community Services, Office of Health (the "Office of Health"), a political subdivision of the State of Arizona, and Christine McCown, R.N. (the "Subcontractor").

**WHEREAS**, the Office of Health requires the services of a Registered Nurse to assist in the fulfillment of the District's contract with the Arizona Department of Health Services for Community Health Nursing, Contract No. HP461413-014 (the "ADHS Contract"); and

**WHEREAS**, the Subcontractor is a Registered Nurse licensed to practice in Arizona; and

**WHEREAS**, the Office of Health wishes to contract with the Subcontractor for Community Health Nursing services as described herein, and the Subcontractor is willing to provide such services upon the terms and conditions set forth herein,

**NOW, THEREFORE**, the parties agree as follows:

1. **Term.** This Agreement shall commence as of July 1, 2011 (the "Effective Date") and shall continue in effect through 30<sup>th</sup> of June 2012 unless sooner terminated as provided in Section 10.
2. **Services.** The Subcontractor shall provide Community Health Nursing, all in accordance with the ADHS Contract and under the general direction of the Health Services Program Manager of the Office of Health. The Subcontractor acknowledges receipt of a copy of the ADHS Contract and understands and agrees that all services hereunder shall be provided in strict compliance with the ADHS Contract. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses.

- Provide the Gila County Division of Health and Community Services a copy of her current certifications and licensure requirements, current immunizations, current CPR card, and copies of all classes and certifications necessary to fulfill her responsibilities as the Community Health Nurse.
- Conduct the home visits in Gila County including the Globe/Miami and Payson areas for the NICP program
- Provide all tools except for the patient charts
- Provide the Gila County Division of Health and Community Services a list of visits and all data necessary for the quarterly quality assurance reports monthly, along with the bill for services provided that month by the 10<sup>th</sup> day of the following month.
- Review charts and patient status at least bi-monthly
- Provide the Gila County Division of Health and Community Services a copy of his/her current nursing license, current CPR card, and copies of all classes and certifications necessary to fulfill his/her responsibilities as the NICP Nurse
- Attend trainings/meetings specific for NICP program as specified by GCDHCS and/or ADHS
- Attend the annual site visit by the state
- Follow all policies and procedures as defined by the Arizona Department of Health Services, NICP Program
- He/She will be paid per diem for the following tasks, as defined in the NICP policy and procedure manual, (this includes all fees, mileage, etc), not to exceed \$11,900.00 during the course of this agreement.

3. **Compensation.** He/She will be paid per diem for the following tasks, as defined in the NICP policy and procedure manual, (this includes all fees, mileage, etc), not to exceed \$11,900.00 during the course of this agreement.

- |                            |                    |
|----------------------------|--------------------|
| ○ Local Visits             | \$125.00 per visit |
| ○ Out-of-Town              | \$150.00 per visit |
| ○ Interim Visits           | \$ 75.00 per visit |
| ○ Shadow Visits            | \$ 75.00 per visit |
| ○ NICP/Training            | \$200.00 per day   |
| ○ Newborn Screening Visits | \$125.00 per visit |

At the end of the first month that this Agreement is in effect and at the end of each month thereafter, the subcontractor will submit to Gila County a demand in the amount of the monthly fee. Payment shall be made directly to the Subcontractor in accordance with the County's standard procedures for processing demands.

4. **Independent Contractor.** In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the Office of Health and shall not be entitled to any benefits provided to the Office of Health Employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
5. **Insurance.** The Subcontractor shall maintain in force during the term of this Agreement, at the Subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000 per occurrence and such other insurance as the Office of Health's Risk Manager may reasonably require. The Subcontractor shall provide the Office of Health with certificates of insurance evidencing all

required policies and shall notify the Office of Health of any cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.

6. **Compliance with Laws.** The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws required to be incorporated into the Agreement shall be enforced as though fully set forth herein.
7. **Professional Licenses.** The Subcontractor shall maintain in force throughout the term of this Agreement any and all licenses, permits and accreditations required for the Subcontractor to provide services hereunder. The Subcontractor shall notify the Office of Health and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
8. **Reports and Records.** The record on a client at the time of physical examination and all other client records shall be retained in the Office of Health Office. The Subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS Contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.
9. **Indemnification.** To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).
10. **Termination.** This Agreement shall terminate immediately and automatically upon the termination of the ADHS Contract for any reason. In addition, either party may terminate this Agreement for any reason upon 30 days prior written notice to the other party. In addition, the District may terminate this Agreement upon written notice if the Subcontractor fails to cure any default in performance within ten days after delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS §§ 38-511 (concerning conflicts of interest).
11. **Non-Assignment.** The Subcontractor shall not assign any right or interest in this Agreement without the Office of Health's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.
12. **Anti-Terrorism Warranty** Pursuant to A.R.S. §35-397 the SUBCONTRACTOR 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.

13. 13. Legal Arizona Workers Act Compliance

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 employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

County shall have the right at any time to inspect the books and records of SUBCONTRACTOR in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of 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 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 SUBCONTRACTOR.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES**

By \_\_\_\_\_  
Chairman, Board of Supervisors

**SUBCONTRACTOR**

\_\_\_\_\_  
Signature  
**Christine McCown, RN**  
Printed Name

**ARF-869**

**Consent Agenda Item 3- E**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011  
**Submitted For:** Michael O'Driscoll  
**Submitted By:** Debra Williams, Health & Emergency Services Division  
**Department:** Health & Emergency Services Division  
**Division:** Emergency Services  
**Fiscal Year:** CoFY2012  
**Budgeted?:** No  
**Contract Dates** 10/01/2010 thru 12/31/2011  
**Grant?:** Yes  
**Begin & End:**  
**Matching** No  
**Fund?:** Renewal  
**Requirement?:**  
**Presenter's Name:**

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Information

Request/Subject

Amendment No. 1 to Subgrantee Agreement No. 10-AZDOHS-CCP-777304-02

Background Information

A Homeland Security award and Subgrantee Agreement 10-AZDOHS-CCP-777304-02 between the Arizona Department of Homeland Security (AZDOHS) and the Gila County Department of Emergency Management was originally accepted by the Board of Supervisors on November 16, 2010, for grant performance period October 1, 2010 through September 30, 2011.

Evaluation

This Homeland Security grant supports volunteer development of Citizen Corp Programs (CCP). The FFY2010 CCP application outlines training and exercise actions for county Community Emergency Response Teams that assist volunteers to learn and practice skills that allow them to integrate with emergency response personnel during community events, emergency incidents and large scale disasters.

Conclusion

The attached Amendment No. 1 provides for a performance period extension through December 31, 2011, to allow sufficient time for completion of both training, exercises and production of reporting and expenditure documentation for reimbursement purposes.

Recommendation

The Director of Health & Emergency Services recommends the Board of Supervisors' approval of the Subgrantee Agreement Amendment #1 10-AZDOHS-CCP-777304-02 between the Arizona Department of Homeland Security and the Gila County Department of Emergency Management.

Suggested Motion

Approval of Amendment No. 1 to Subgrantee Agreement No. 0-AZDOHS-CCP-777304-02 between the Arizona Department of Homeland Security and the Gila County Department of Emergency Management to extend the contract termination date from September 30, 2011, to December 31, 2011.

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Attachments

Amendment #1

ExtRequestForm

Subgrantee Agreement No. 777304-02

Subgrantee Agreement No. 777304-02 Signature Page

**SUBGRANTEE AGREEMENT Amendment #1  
10-AZDOHS-CCP-777304-02  
Between**

**The Arizona Department of Homeland Security**

**And**

**Gila County Department Emergency Management**

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS:**

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011.

**SHALL BE CHANGED TO READ:**

This Agreement shall become effective on October 1, 2010 and shall terminate on December 31, 2011.

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

**IN WITNESS WHEREOF**

The parties hereto agree to execute this Amendment.

**FOR AND BEHALF OF THE**

**FOR AND BEHALF OF THE**

**Gila County Department of EM**

Arizona Department of Homeland Security

\_\_\_\_\_  
Tommie C. Martin  
Chairman, Gila County Board of Supervisors

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Enter Date above

\_\_\_\_\_  
Date

***(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)***

**Any unauthorized changes to this document will result in termination of this award.**

# Project Extension Request Form

Arizona Department of Homeland Security

## Subgrantee Information

**Grant Agreement Number:** 10-AZDOHS-HSGP-777304-02  
**Date of Request:** 08/30/2011  
**Original Period of Performance:** 10/01/2010 thru 09/30/2011  
**Funding Source: (i.e. SHSGP/UASI/CCP/OPSG)** CCP  
**Award Amount:** \$5,484.00  
**Amount Reimbursed to Date:** \$0  
**Agency:** Gila County Emergency Management  
**Point of Contact:** Debra L. Williams  
**Email:** dwilliams@co.gila.az.us  
**Phone:** 928-402-8763

## Extension Justification

1. Provide a detailed justification and

explanation for extending the period of

performance.

Due to significant organizational changes we have not been able to expend award funds to date. As of 09/01/2011 a volunteer coordinator was assigned to execute the grant requirements. Division reorganization between November 2010 and February 2011 delayed purchases until a review of current programs and projects was completed, July 2011. Further delays occurred until personnel turnover, training and duty assignment changes could be approved, September 1, 2011. It was then decided that a project extension would be requested so that HSEEP training could be scheduled and an exercise carried out so that expenditures would not result in partial project completion.

2. What is the new timeline for completion, including all major milestones? Please include specific date(s) and a deliverable or objective for each project milestone.

The new timeline for completion is 12/31/2011 and includes CERT planning and participation in HSEEP training and exercise. The Northern Gila County CERT is scheduled to participate with the Gila County EOC during the Vigilant Guard Exercise.

## For AZDOHS Official Use Only

**Award Letter Date:** \_\_\_\_\_

**Quarterly Report Received:**

**Q1: Oct 1 - Dec 31**

Yes  No

**Date Received:**

**Q2: Jan 1 - Mar 31**

Yes  No

**Date Received:**

**Q3: Apr 1 - Jun 30**

Yes  No

**Date Received:**

**Q4: Jul 1 - Sep 30**

Yes  No

# Project Extension Request Form

Arizona Department of Homeland Security

Yes  No

**Date Received:**

**Subgrantee Agreement on File:**

Yes  No

**Date Signed by AZDOHS Director:**

**Standard Data Collection Form on File:**

Yes  No

**Financial Systems Survey on File:**

Yes  No

# Project Extension Request Form

Arizona Department of Homeland Security

<b>Planner Signature:</b>	_____
<b>Date Signed:</b>	_____
<b>Assistant Director Signature:</b>	_____
<b>Date:</b>	_____
<b>AZDOHS/RAC/UASI/OPSGWG Recommendation and/or Comments:</b>	_____
<b>Extension Request:</b>	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
<b>Amendment Emailed:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Date Amendment Emailed:</b>	_____
<b>GIMS Update Completed On:</b>	_____
<b>Report Master Update Completed On:</b>	_____
<b>Finance Signature:</b>	_____
<b>Date Signed:</b>	_____

# SUBGRANTEE AGREEMENT

10-AZDOHS-HSGP-

Enter Grant Agreement Number above (e.g., 777xxx-xx)

Between

The Arizona Department of Homeland Security  
And

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011. The obligations of the subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“Enter Title of Application”

and funded at \$ Enter Funded Amount above (as may have been modified by the award letter).

**IV. MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to \$ Enter Funded Amount above to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfrv1\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html).
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/2cfr225\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html). Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at [http://149.168.212.15/mitigation/Library/44\\_CFR-Part\\_13.pdf](http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf). U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

#### **NIMSCAST**

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

#### **Environmental Planning and Historic Preservation**

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

#### **Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

### **Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

### **Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with substantially with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

### **Training**

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

**VIII. DEBARMENT CERTIFICATION**

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.”

**IX. FUNDS MANAGEMENT**

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

**X. REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at [www.azdohs.gov](http://www.azdohs.gov). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

**January 15** (period October 1– December 31)

**April 15** (period January 1 – March 31)

**July 15** (period April 1 – June 30)

**October 15** (period July 1 – September 30)

c) **Financial Reimbursements**

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXVIII, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

**XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XIV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

**XV. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

**XVI. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement

on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XVIII. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XIX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XX. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXI. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIII. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXIV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXV. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVI. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

**XXVII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVIII. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXIX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXII. INDEMNIFICATION**

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

**XXXIII. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

**XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXV. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVI. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXVIII. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

**XXXIX. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov)

The AZDOHS shall address all notices relative to this Agreement to:

\_\_\_\_\_  
Enter Title, First & Last Name above

\_\_\_\_\_  
Enter Agency Name above

\_\_\_\_\_  
Enter Street Address

\_\_\_\_\_  
Enter City, State, ZIP

**XXXX. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name above

\_\_\_\_\_  
Authorized Signature above

\_\_\_\_\_  
Print Name & Title above

\_\_\_\_\_  
Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

*(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)*

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov)

The AZDOHS shall address all notices relative to this Agreement to:

Director Matt Bolinger  
Enter Title, First & Last Name above  
Gila County Division of Emergency Management  
Enter Agency Name above  
5515 S. Apache Ave., Ste 400  
Enter Street Address  
Globe, AZ 85501  
Enter City, State, ZIP

**XXXX. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Gila County Division of Emergency Manag

Enter Agency Name above

Michael A Pastor

Authorized Signature above

Michael A. Pastor, Chairman

Print Name & Title above

Gila County Board of Supervisors

11/16/10

Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Gilbert M. Orrantia

Authorized Signature above

Director

12/17/10  
Date

**Approved As To Form**

Bryan B. Chambers  
**Bryan B. Chambers**  
**Chief Deputy Gila County Attorney**

*(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)*

**ARF-866**

**Consent Agenda Item 3- F**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

**Submitted For:** Paula Horn

**Submitted By:** Paula Horn, Health & Emergency Services Division

**Department:** Health & Emergency Services Division

**Division:** Prevention Services

**Presenter's Name:**

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Information

Request/Subject

Gila County Fairgrounds Use Application for the Teen Maze for April 30, 2012, through May 4, 2012.

Background Information

The Gila County Office of Health has provided the Teen Maze to Gila County schools since 1997. We invite all 8th and 9th grade students to attend the maze.

The objectives of the maze:

1. To promote abstinence as the best choice for prevention of pregnancy and sexually transmitted diseases.
2. To stimulate teens to think about the potential ramifications of early sexual involvement and how they will handle situations if faced with them.
3. To encourage discussion between parents and their teens regarding their values and expectations.
4. To encourage teens to complete high school and seek careers.
5. To provide medically accurate information.

Evaluation

We are requesting the Board of Supervisors to waive the fee for the use of the Gila County Fairgrounds.

Conclusion

There is no funding to cover the cost of the rental of the Gila County Fairgrounds and we would be unable to provide the Teen Maze to Gila County teens.

Recommendation

It is the recommendation of the Director of Health & Emergency Services that the Board of Supervisors approve use of the Gila County Fairgrounds and waive the fee associated with the use of the Exhibit Hall for the dates of April 30, 2012, through May 4, 2012.

Suggested Motion

Approval to utilize the Exhibit Hall at the Gila County Fairgrounds with a waiver of fees in order for the Gila County Health Department to conduct the Teen Maze on April 30, 2012, through May 4, 2012.

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Attachments

Application

Letter to waive fee



Welcome to the Gila County Fairgrounds Use Application and Policy Pages

For your convenience we have provided this document for your review in PDF format. If you wish to submit an application to schedule an event, please print this document, complete each form, read and sign the Policy/Procedures sheet and mail or deliver all

ORIGINALS WITH SIGNATURE to:

Linda Rodriguez  
Administrative Manager  
1400 E. Ash St.  
Globe, AZ 85501

If you have questions you may call 1-928-402-4344 or 1-928-200-1277 for assistance.

## APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:		Gila County Teen Maze			
Address of Individual or Organization:		5515 S. Apache Ave., Suite 100 Globe, Az			
Function to be Held:		Teen Maze			
Contact Person for Event:		Paula Horn			
Telephone No.:		928-402-8813			
Date(s) Requested:		April 30, 2012	thru	May 4, 2012	
Time of Event:			to		
Estimate How Many People Will Attend Event:		400 to 500			
Liquor License No. and Sold by (Name):		N/A		Served only?	
Will this event be public or private?		<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private		
If public, would you like this event listed on the Gila County Fairgrounds webpage?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Information to be posted on webpage:		Is there an entrance fee?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Adults:	\$	Children:	\$	Seniors:	\$

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

### BUILDINGS

**Exhibit Hall:** The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

Total Fee:

First Day of Event - \$350.00  
 Each Additional Day of Event - \$250.00  
 (\$50.00 of cleaning deposit is non-refundable) Cleaning Deposit \$150.00  
 Key Deposit - \$25.00

Days	

**Commercial Building:** Capacity is 320 people.

First Day of Event - \$200.00  
 Each additional Day - \$100.00

Days	

### OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

**ATV Grounds**

\$75.00 per day; \$300.00 per week (5 days)

Days	

**Rodeo Arena**

First Day of Event - \$1,200.00 + set up charges  
 \$ 150.00 for each additional day  
 \$25.00 per hour for lights

Days	
Hours	

**Grandstand Area**

First Day of Event - \$500.00  
 \$150.00 each additional day

Days	

**Livestock Shed A (60 x 120)**

\$150.00 per day

Days	

**Livestock Shed B (80 x 120)**

\$150.00 per day

Days	

**Livestock Shed C (30 x 120)**

\$150.00 per day

Days	

**Horse Stall(s)**

\$10.00 Each per day

	EA	
Days		

**Car Track/Motor Cross**

\$150.00 per day

Days	

**Other Areas at Fairgrounds**

\$150.00 per day

Days	

**TOTAL FEE(S) DUE:**

**POLICIES/PROCEDURES: Please read carefully.**

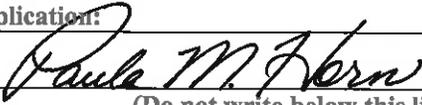
1. Gila County requires the event sponsor/individual to provide security personnel for events where:
  - a. Alcohol/liquor is served or sold;
  - b. Events are offered for public attendance;
  - c. More than 150 persons are expected to attend a private event;
  - d. Under all other circumstances the event sponsor/individual will provide adequate security. It is understood that no security is provided by the County through the County;
  - e. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security personnel needed for their event. **At a minimum no less than two (2) law enforcement officers are required for every 150 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Board's policy **not to allow alcohol/liquor outside the building**. Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Fairgrounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified. **Fairgrounds Office (928-425-5924)** Open between the hours of 6:00 a.m. and 2:30 p.m.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent for the Fairgrounds' facilities are forwarded to and approved by the Board of Supervisors. The event contact will be notified by mail of waiver status.
9. **The event contact person should communicate with Scott Marcanti at least ten (10) working days before the event to review facility setup.**
10. If you received this application by mail or download from the internet ([www.gilacountyaz.gov](http://www.gilacountyaz.gov)), please mail the completed document with original signature to:

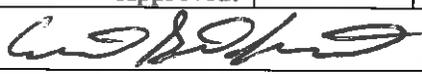
**Linda Rodriguez  
Administrative Manager  
1400 E. Ash St.  
Globe, AZ 85501**

Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.

11. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
12. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
13. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Board of Supervisors.

**I have read and understand this application:**

Applicant Signature:		Date:	9-8-11
(Do not write below this line)			

<b>E.M./F.G. Checklist:</b>							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
<b>Approved:</b>		<b>Disapproved:</b>					
Signature:						9-12-11	
Fairgrounds Personnel Signature						Date	
Signature:							
Chairman Gila County Board of Supervisors						Date	

## APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:		
Address of Individual or Organization:		
Function to be Held:		
Contact Person for Event:		
Telephone Number:		(     )
Date(s) Requested:		
Time of Event:		Start:                      End:
Estimate How Many People Will Attend Event:		
Will Liquor Be on the Premises:		Yes <input type="checkbox"/> No <input type="checkbox"/>
Where Will Event Be Held:		Exhibit Hall <input type="checkbox"/> Commercial Bldg. <input type="checkbox"/>
		Rodeo Arena <input type="checkbox"/> Grandstands <input type="checkbox"/>
Other Area:		
How Many AZ Post Certified Officers Needed:		
How Many Sheriff's Office Reserves Needed:		

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify **Linda Rodriguez** (928-402-4344) and the **Detective Johnny Holmes** from the Sheriff's Office (928 701-1010) of any cancellations or changes in this application.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:			
Name of Reserves Who Will Provide Security:			

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

\_\_\_\_\_  
Sheriff's Office Representative

\_\_\_\_\_  
Date



## GILA COUNTY DIVISION of HEALTH and EMERGENCY SERVICES

5515 South Apache Ave., Suite 100, Globe, AZ 85501  
PHONE: (928) 425-3231 ext. 8811 FAX: (928) 425-0794  
*"Improving the Quality of Life for all Residents"*

---

Gila County Board of Supervisors  
1400 E. Ash St.  
Globe, Arizona 85501

September 8, 2011

Dear Board Members:

This is the year for the Teen Maze. We have scheduled the maze for the week of April 30<sup>th</sup> through May 4<sup>th</sup>, 2012. We are requesting the use of the Gila County Fairground Facility and would like to request the fee be waived for use of the facility.

We appreciate your consideration in this matter.

Thank you,

A handwritten signature in cursive script that reads "Paula M. Horn".

Paula Horn  
Deputy Director of Prevention Services

**ARF-848**

**Consent Agenda Item 3- G**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

Submitted For: Steve Stratton

Submitted By: Valrie Bejarano, Finance Department

Department: Public Works Division

Division: Roads

Fiscal Year: FY 2011-2012

Budgeted?: Yes

Contract Dates 10-8-11 to 10-7-12

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Presenter's Name:

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Information

Request/Subject

Amendment No. 1 to Contract 040910-1 for TRMSS Fog Seal with Wright Asphalt Products Company LLC

Background Information

Effective June 8, 2010, Gila County and Wright Asphalt Product Co. LLC entered into a contract whereby Wright Asphalt agreed to provide TRMSS Fog Seal to various locations in the County for road maintenance and repair. Contract term ends October 7, 2011.

Evaluation

Per section 2.2 of contract 040910-1 the contract period may be renewed by mutual agreement of both parties for two additional one-year periods. Amendment No. 1 will extend the contract period for one year from October 8, 2011, to October 7, 2012.

Conclusion

By extending Contract No. 040910-1 for one year, it will allow Wright Asphalt to continue to provide TRMSS Fog Seal to the Roads Department for road repair and maintenance.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Amendment No. 1 to Contract No. 040910-1 to extend the contract for one year with Wright Asphalt for TRMSS Fog Seal.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 040910-1 between Gila County and Wright Asphalt Products Company LLC to extend the contract per section 2.2, from the period October 8, 2011, to October 7, 2012; and to provide for the purchase of TRMSS Fog Seal for County roads.

---

Attachments

Amendment No. 1 Contract 040910-1

Contract 040910-1 TRMSS Fog Seal

**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](http://www.gilacountyaz.gov)

**CONTRACT NO. 040910-1**

**TRMSS FOG SEAL**

**AMENDMENT #1**

Effective June 8, 2010, Gila County and Wright Asphalt Products Company LLC entered into a contract whereby Wright Asphalt agreed to provide TRMSS Fog Seal to various locations in Gila County for a sixteen (16) month period. The contract term ends October 7, 2011. Per Section 2.2 of the contract, this period may be renewed by mutual agreement of both parties for two (2) additional one (1) year periods.

Amendment No. 1 will allow the contract period to be extended for a one (1) year period from October 8, 2011 to October 7, 2012.

All terms, conditions and provisions of the original contract shall remain the same 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 the date and year first above written.

**CONTRACT NO. 040910-1 TRMSS FOG SEAL**

**AMENDMENT #1**

**GILA COUNTY:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Tommie C. Martin, Chairman  
Board of Supervisors

**ATTEST**

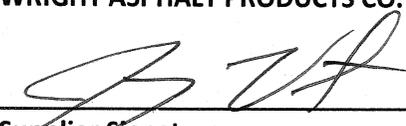
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

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

**SUPPLIER:**

**WRIGHT ASPHALT PRODUCTS CO. LLC**

  
\_\_\_\_\_  
Supplier Signature

JOEY VINCENT  
\_\_\_\_\_  
Print Name

**GILA COUNTY**  
**REQUEST FOR PROPOSALS**  
**BID NO. 040910-1**

**TRMSS FOG SEAL**  
**(TIRE RUBBER MODIFIED SURFACE SEAL)**

**BIDDER'S INFORMATION**  
**CONTRACT DOCUMENTS AND SPECIFICATIONS**



**\*BOARD OF SUPERVISORS\***  
**Michael A. Pastor, Chairman**  
**Tommie C. Martin, Vice Chairman**  
**Shirley L. Dawson, Member**

**\*County Manager\***  
**Don E. McDaniel Jr.**

**\*Public Works Director\***  
**Steve Stratton**

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**GILA COUNTY  
REQUEST FOR PROPOSALS  
BID NO. 040910-1 TRMSS FOG SEAL**

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Notice is hereby given that Gila County is requesting Proposals from qualified Suppliers to provide TRMSS Fog Seal Coat as specified for the Gila County Public Works Consolidated Roads Department.

**SUBMITTAL DUE DATE:** 12:00 P.M., Local AZ Time, Thursday, May 27 2009

**RETURN PROPOSAL TO:** GILA COUNTY PUBLIC WORKS  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA

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

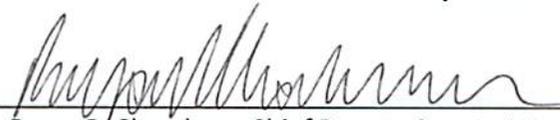
Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposal received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Public Works Division at 928-402-8612 and are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Sealed Proposal should be directed to: Brent Cline, Consolidated Roads Manager, (928)402-8526. Questions regarding the general terms and conditions of this Request for Sealed Proposals and Professional Services Contract should be directed to, Valrie Bejarano, (928)402-8612.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Arizona Silver Belt Advertisement Dates: **May 12 and 19, 2010**

Signed:  Date: 4/26/10  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

Signed:  Date: 5/4/10  
John F. Nelson, County Manager / Clerk of the Board

**GENERAL SCOPE OF WORK**

It is the intent of this Request for Proposals to establish a contract for a supplier to furnish TRMSS (Tire Rubber Modified Surface Seal) Fog Seal to the Public Works Division at various locations for the Copper and Timber Regions of Gila County.

All specifications, and terms and conditions, under the Contract includes furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C") pages 12-17, as specified on Price Sheet pages 24-25 for total price proposed.

Suppliers who agree to provide the minimum Proposal Specification for this product shall be considered for award.

**INSTRUCTIONS TO SUPPLIERS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO SUPPLIERS AND EXHIBIT "B", SUPPLIERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL PROPOSALS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".**

**EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS**

**Preparation of Sealed Proposals**

- A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and suppliers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposal's package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.
- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the RFP shall be listed on the proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

*Instructions to Suppliers continued.....*

- G. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Request for Proposals must be acknowledged by all suppliers in the following manner:

1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 31 (the numbers of which shall be filled in on the Proposal Form).
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a proposal being rejected as non-responsive.

**Inquires**

- A. Any questions related to this Request for Proposals must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the suppliers(s) must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Request for Proposals due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

**Late Proposals**

Any Proposal received later than the date and time specified on notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any supplier submitting a late Proposal shall be so notified.

REQUEST FOR PROPOSALS  
BID NO.: 040910-1 TRMSS FOG SEAL

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Instructions to Suppliers continued.....

**Submittal Proposal Format:**

**It is requested that One (1) Original and Two (2) copies ( 3 TOTAL) WITH ORIGINAL SIGNATURES ON ALL THREE (3) of the Proposal and Qualification Forms, Reference List, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposals, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall NOT be considered.**

1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "REQUEST FOR PROPOSAL" with Proposal Title "TRMSS FOG SEAL", Contract Number, "040910-1", Date "May 27, 2010", and Time "12:00 PM" of Proposal opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible supplier(s). To ensure that all Suppliers are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any supplier(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposals will be reviewed by the Gila County Board of Supervisors.
5. Those Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Supplier(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**Protests**

Only other Suppliers who have submitted a bid proposal have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

General Terms and Conditions continued.....

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

**Laws and Ordinances**

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

**EXHIBIT "B" SUPPLIER AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Supplier, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Supplier's signature(s) appearing on page 32, Suppliers OFFER PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 22-23.

**Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Supplier hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Supplier in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Supplier; however, any substantial non-conformity in the offer, as determined by the Gila County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Supplier relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

General Terms and Conditions continued.....

Any attempt to alter any documents on the part of the Supplier or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Supplier.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Supplier.

**Contract Default**

- A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
  
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Supplier(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Supplier under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Supplier.

General Terms and Conditions continued.....

**Cancellation of County Contracts**

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

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Supplier(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Supplier(s) for acting or failing to act as in any of the following:

1. In the opinion of the County, Supplier fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Supplier attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Supplier fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Supplier fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Supplier will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Supplier at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**Compensation and Method of Payment**

Gila County will pay the Supplier following the submission of itemized Invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must show the Contract Number, Purchase Order Number, Date of Delivery, Name and Mailing Address of Supplier.

*General Terms and Conditions continued.....*

### **Proposal Evaluation Process**

**All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.**

### **General**

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Supplier submitting this request.

**MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS**

**Exhibit "C" Minimum Specifications – Product Specifications**

**Purpose**

It is the intent of Gila County to establish, by this Request for Proposals, the contract for a Supplier(s) to provide Chips, AB, and Asphalt.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**SECTION 1.0**

**General Purpose**

- 1.1 All product specifications are **minimum**. Supplier must provide product specification sheet. **MSDS sheets must be included**. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Proposal submission to assure the following requirements are met.
  - 1.5.1 **One (1) original and two (2) copies all with original signatures of all submissions.**
  - 1.5.2 **Qualification and Certification Forms, (page 22-23)**
  - 1.5.3 **Price Sheet, (page 24-25)**
  - 1.5.4 **References, (page 26)**
  - 1.5.5 **No Collusion in Bidding, (page 27)**
  - 1.5.6 **Intentions for Subcontracting, (page 28)**
  - 1.5.7 **Anti-Terrorism Warranty, (page 29)**
  - 1.5.8 **Legal Arizona Workers Act Compliance, (page 30)**
  - 1.5.9 **Checklist and Addenda Acknowledgment, (page 31)**
  - 1.5.10 **Offer Page, (page 32-33)**

*Minimum Specifications continued.....*

## **SECTION 2.0**

### **Proposal Pricing**

- 2.1 The Supplier shall submit the Proposal in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 4.0*. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Request for Proposals. Pricing offered should be noted on the price sheet, pages 24-25, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

## **SECTION 3.0**

### **Price Adjustments**

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.
  - 3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
  - 3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).
- 3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

Minimum Specifications continued.....

- 3.2.1 Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
  - 3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
  - 3.2.3 Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.
- 3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.
- 3.4 The Supplier shall provide the RACK price to the County upon request.

**SECTION 4.0**

**Ordering & Delivery**

**4.1 ORDERING**

- 4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.
- 4.1.2 Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

**REQUEST FOR PROPOSALS**  
**BID NO.: 040910-1 TRMSS FOG SEAL**

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*Minimum Specifications continued....*

- 4.1.3 **SAMPLES:** Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.
- 4.1.4 **TESTING:** The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.
- 4.2 **DELIVERY:** Delivery Sites, as designed at on 24, delivered price per ton in place for material delivery and return will be stated by the Supplier by region on the pricing pages of this Request for Proposals. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.
- 4.2.1 Supplier may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.
- 4.2.2 Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.
- 4.2.3 Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.
- 4.3 **PRICING:** Prices shall be for both F.O.B. at plant and delivered in place with boot truck. Material Vendor – Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.

Minimum Specifications continued.....

4.4 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Vendor or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets as the source or at the selected delivery location.

Supplier shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

Whenever there is a return of unused oil product that is a result of the County limiting the spread or storage of the oil product, the County shall pay the successful bidder up to the amount of **\$250.00** to pay for all related freight costs, and pump off costs, related to oil product return.

4.4.1 **Cancellation:** Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful bidder or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Supplier shall deliver the specified materials at proper temperatures to the County at a new time at no additional charges.

**SECTION 5.0**

**Product Specifications – Minimum Specifications: Bid No. 040910-1 TRMSS Fog Seal**

**Fog Seal Coat: M.A.G. Specifications; 333, Table 333-1; Oil**

<b>TRMSS Standards / Testing</b>			
<b>APPLICABLE STANDARDS &amp; PRODUCT TEST DATA (1):</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
Viscosity, Krieb Unit (KU)	ASTM D 562	45 KU	55 KU
Weight/Gallon	ASTM D 2939.07	8.3	8.6
Residue by Evaporation %	ASTM D 2939.08	30	40

**REQUEST FOR PROPOSALS**  
**BID NO.: 040910-1 TRMSS FOG SEAL**

*Minimum Specifications continued.....*

<b>PERFORMANCE CRITERIA TESTING (1):</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
Wet Track Abrasion	ISSA (TB-100)	Less Than 5% (2)	-
Accelerated Weathering Test	ASTM G 154	Pass (3)	-
Fuel Resistant	ASTM D 2939.25	Pass	-
<b>ASPHALT CEMENT CERTIFICATE OF COMPLIANCE (4):</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
Ground Whole Scrap Tire Rubber %	Certificate on file	10	-
Penetration 77°F, 100g, 5 sec, dmm	ASTM D 5	15	25
Softening Point, °F	ASTM D 36	130	160
Solubility % (3 set average)	ASTM D 2042	98.5	-
<p>(1) TRMSS diluted, ready-to-use</p> <p>(2) Calculated weight loss, percentage of original volume, 1 hour soak</p> <p>(3) 1,000 hour            UVA-340 lamp, 0.77 W/m2 (v1.0 calibration),            8 hours UV light @ 50°C, 5 min. spray, 3.55 hours condensation @ 50°C</p> <p>(4) Ground whole tire rubber modified asphalt cement</p>			

<b>TRMSS</b> (Tire Rubber Modified Surface Seal)			
<b>Physical / Chemical Characteristics</b>			
<b>Boiling Point:</b> 100°C (212°Fahrenheit)	<b>Specific Gravity (H2O):</b> 1.03		
<b>Vapor Pressure (mm Hg):</b> Nearly equal to water	<b>Melting Point:</b> N/A		
<b>Vapor Density (AIR=1):</b> <1	<b>Evaporation Rate (Butyl Acetate=1):</b> Approximately 1.8		
<b>Solubility in Water:</b> Easily dispersible in the liquid state			
<b>Volatile Organic Content:</b> Contains less than 50 g/l VOC			
<b>Appearance and Odor:</b> Black liquid, asphaltic odor			
<b>Fire and Explosion Hazard Data</b>			
<b>Flash Point (Method Used):</b> N/A	<b>Flammable Limits:</b> N/A	<b>LEL:</b> N/A	<b>UEL:</b> N/A
<b>Extinguishing Media:</b> Foam, CO2, dry chemical, water fog, other			
<b>Special Fire Fighting Procedures:</b> Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.			
<b>Unusual Fire and Explosion Hazards:</b> N/A			
<b>Reactivity Data</b>			
<b>Stability:</b> Unstable: Stable: X Conditions to Avoid: Keep from freezing and extreme heat			
<b>Incompatibility (Materials to Avoid):</b> Strong oxidizers			
<b>Hazardous Decomposition or Byproducts:</b> Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products			
<b>Hazardous Polymerization:</b> May Occur: Will Not Occur: X Conditions to Avoid: N/A			

**INSURANCE PROVISIONS**

**INDEMNIFICATION CLAUSE**

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

**INSURANCE REQUIREMENTS**

Supplier 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 Supplier, 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 Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

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

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

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

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

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

Insurance Provisions continued.....

**2. Automobile Liability**

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

**4. Builders' Risk Insurance or Installation Floater** \$\_\_\_\_\_

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

- a. The County of Gila, the Supplier, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be Insured's on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the Supplier, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a **waiver of subrogation** against the County of Gila.
- g. Supplier is responsible for the payment of all policy deductibles.

Insurance Provisions continued....

- 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 Supplier even if those limits of liability are in excess of those required by this Contract.
  2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Supplier 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 Supplier from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Supplier 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.

REQUEST FOR PROPOSALS  
BID NO.: 040910-1 TRMSS FOG SEAL

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*Insurance Provisions continued.....*

- F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies or Supplier 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.

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities & Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management



1400 East Ash Street  
Globe, Arizona 85501  
Phone (928) 425-3231 Ext. 8522  
Fax (928) 425-8104

## GILA COUNTY PUBLIC WORKS DIVISION

### ADDENDUM #1 for Bid No. 040910-1

#### TRMSS Fog Seal

May 14, 2010

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1. Remove pages 18-21 of bid packet and replace with the following Insurance Provisions:

#### INSURANCE PROVISIONS

##### INDEMNIFICATION CLAUSE:

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

##### INSURANCE REQUIREMENTS:

Supplier 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 Supplier, 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 Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

Workers' Compensation

Statutory

Employers' Liability

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.
  2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Supplier 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**, 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 Supplier from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Supplier 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**. 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:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies or Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**QUALIFICATION AND CERTIFICATION FORMS**

**Exhibit "D" Suppliers Qualifications and Reference List**

**Purpose**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

**SECTION 6.0**

**Contract Number 040910-1 TRMSS Fog Seal**

The applicant submitting this Proposal warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

Wright Asphalt Products Company LLC

11931 Wickchester Lane Suite 101

Houston, TX 77043

6.2 Had Supplier (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, and the reasons Supplier failed to perform in the narrative part of this Contract.

6.3 Has Supplier (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Suppliers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

6.4 Has a contracting agency ever terminated a contract for cause with Supplier (under your firm's present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Supplier was terminated in the narrative part of this Contract.

6.1 Supplier must also provide at least the following information:

- a. A brief history of the Suppliers Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Supplier has in supplying the specified services.



**PRICE SHEET**

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

All suppliers should understand that the usage quantity listed is a "best estimate" and may vary greatly in actuality.

Supplier Name: Wright Asphalt Products Company Phone No.: 602-541-1369

Estimated Quantity: 300 Tons

**Supply Destination**

<b>TRMSS TIRE RUBBER MODIFIED SURFACE SEAL</b>		
	<b>Delivered in Place with Boot Truck</b>	<b>FOB Plant without Boot Truck</b>
<b><u>Copper Region</u></b> South of Roosevelt Lake Bridge		
Price Per Ton	\$ 563.49	\$ 503.49
<b><u>Timber Region</u></b> North of Roosevelt Lake Bridge		
Price Per Ton	\$ 563.49	\$ 503.49

Price to Include All Applicable Taxes, Freight, and Required Fees.

No Tax shall be levied against Labor.

REQUEST FOR PROPOSALS  
BID NO.: 040910-1 TRMSS FOG SEAL

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Price Sheet continued...

Supplier Name: Wright Asphalt Products Co. LLC Phone No.: 602-541-1369

- Additional charge per hour after three (3) hours of spread time if County is responsible for delay:  
\$ 160.00 per hour.
  
  - Delivery charges per ton/mile for product to delivery to sites not listed above in this schedule:  
\$ .50 per ton mile
  
  - Transport Truck Rental after two (2) hours pumping time \$ 85.00 per hour.
  
  - Minimum 25 Ton for pick up FOB plant
  
  - Amount \$ 250.00 each occurrence for product returned and disposed.
- \*\* Upon return of unused oil product that is a result of the County limiting the spread or storage of the product, the County shall pay up to \$250.00 for costs related to oil product return.

**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

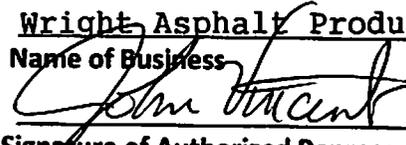
**References**

Please list a minimum of three (3) references for projects of similar size and scope to this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Maricopa County  
**Contact:** Tony Del Sol  
**Phone:** 602-723-5601  
**Address:** \_\_\_\_\_

2. **Company:** Pinal County  
**Contact:** Joe Ramirez  
**Phone:** 520-251-2301  
**Address:** \_\_\_\_\_

3. **Company:** Town of Gilbert  
**Contact:** Deme Fernandez  
**Phone:** 480-503-6419  
**Address:** \_\_\_\_\_

Wright Asphalt Products Co. LLC  
Name of Business  
  
Signature of Authorized Representative  
Arizona General Manager  
Title

**AFFIDAVIT BY SUPPLIER  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF: GILA            )

John Vincent  
(Name of Individual)

being first duly sworn, deposes and says:

That he is Arizona General Manager  
(Title)

Of Wright Asphalt Products Company LLC and  
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID NO. 040910-1 FOG SEAL and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said \_\_\_\_\_

Wright Asphalt Products Company LLC  
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Wright Asphalt Products Company LLC  
Name of Business

John Vincent  
By \_\_\_\_\_

Arizona General Manager  
Title



Subscribed and sworn to before me this 27th day of May, 2010.

Carol L. Turner  
Notary Public

My Commission expires: 12-21-10

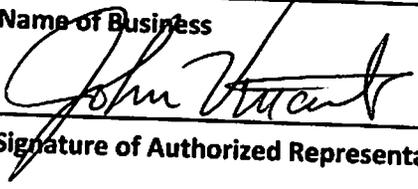
**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of Request for Proposals No. 040910-1 TRMSS Fog Seal, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

- YES, it is my intention to subcontract a portion of the work.
- NO, it is not my intention to subcontract a portion of the work.

Wright Asphalt Products Company LLC  
Name of Business

  
Signature of Authorized Representative

Arizona General Manager  
Title

**ANTI-TERRORISM WARRANTY**

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that each is in compliance with the Export Administration Act and not on the Excluded Parties List.

  
\_\_\_\_\_  
Signature of Authorized Representative

John Vincent  
\_\_\_\_\_  
Printed Name

Arizona General Manager  
\_\_\_\_\_  
Title

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

Any breach of Supplier'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 Supplier 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, Supplier 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.

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



\_\_\_\_\_  
Signature of Authorized Representative

John Vincent

\_\_\_\_\_  
Printed Name

Arizona General Manager

\_\_\_\_\_  
Title

**SUPPLIERS CHECKLIST**

NOTICE IS HEREBY GIVEN that all Proposal Documents shall be completed and/or executed and submitted with this proposal. If supplier fails to complete and/or execute any portion of the Proposal Documents, this bid will be determined to be "non-responsive" and rejected.

**CHECKLIST**

**REQUIRED DOCUMENT**

**COMPLETED/EXECUTED**

QUALIFICATION & CERTIFICATION FORM  
PRICE SHEET  
REFERENCE LIST  
AFFIDAVIT OF NON-COLLUSION  
INTENTIONS CONCERNING SUBCONTRACTING  
ANTI-TERRORISM WARRANTY  
LEGAL AZ WORKERS ACT COMPLIANCE  
CHECKLIST & ADDENDA ACKNOWLEDGMENT  
OFFER PAGE

X  
X  
X  
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X

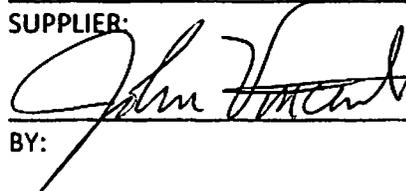
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Wright Asphalt Products Company LLC

SUPPLIER:

  
BY: \_\_\_\_\_

Each proposal shall be sealed in an envelope addressed to Gila County Public Works Division and bearing the following statement on the outside of the envelope: Proposal to Supply: TRMSS Fog Seal, Gila County Arizona, Bid Proposal No. 0040910-1. All proposals shall be filed at Gila County Public Works Division, 1400 E. Ash St., Globe, AZ 85501, on or before j PM, Thursday, May 27, 2010.

OFFER PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposals document.

Signature also certifies the Suppliers Bid Proposal is genuine, and is not in any way collusive or a sham; that the Bid Proposal is not made with the intent to restrict or prohibit competition; that the Supplier submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other supplier which may compete for the contract; and that no other Supplier which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the supplier submitting this proposal.

Contract Number: 040910-1 TRMSS Fog Seal

Supplier Submitting Proposal:

For Clarification of this offer, contact:

WRIGHT ASPHALT PRODUCTS COMPANY LLC

Name: JOHN VINCENT

Company Name

11931 WICKCHESTER LANE STE 101

Phone No.: 602-541-1369

Fax No.: 480-883-8103

Address

HOUSTON TEXAS 77043

Email: jvincent@wrightasphalt.com

City

State

Zip

John Vincent

Signature of Authorized Representative

JOHN VINCENT

Printed Name

ARIZONA GENERAL MANAGER

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Supplier.

**ACCEPTANCE OF OFFER**  
(For Gila County use only)

***The Offer is hereby Accepted:***

The Firm Wright Asphalt Products Company LLC is now bound to provide the materials or services listed in RFP No.: 040910-1 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 040910-1. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

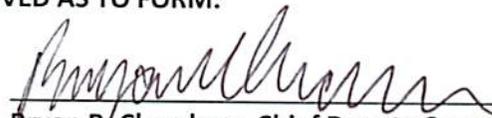
Awarded this 8<sup>th</sup> day of June, 2010

  
\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST:**

  
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

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

**ARF-859**

**3- H**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

**Reporting Period:** Payson Regional Court Monthly Report for August 2011

**Submitted For:** Dorothy Little

**Submitted By:** Dorothy Little,  
Superior Court

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**Information**

**Subject**

Payson Regional Court Monthly Report for August 2011

**Suggested Motion**

Approval of the August 2011 monthly departmental activity report submitted by the Payson Regional Justice Court.

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**Attachments**

Jp August 2011 statistical

Financial August 2011

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: August 2011

<b>CRIMINAL TRAFFIC</b>				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	86	3	130	219
Filed	18	2	10	30
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>104</b>	<b>5</b>	<b>140</b>	<b>249</b>
Transferred Out	0	0	0	0
Other Terminations	14	0	11	25
<b>TOTAL TERMINATIONS</b>	<b>14</b>	<b>0</b>	<b>11</b>	<b>25</b>
Statistical Correction	0	0	0	0
Pending End of Month	90	5	129	224

\*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

<b>TRAFFIC FAILURE TO APPEAR**</b>								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
200	6	0	206	0	1	1	0	205

**\*\*READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

<b>CIVIL TRAFFIC</b>									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
924	303	0	1,227	0	22	353	375	0	852

Civil Traffic Hearings Held: **4**

<b>VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)</b>					
Filed	103	Trans In	0	TOTAL	103

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: August 2011

MISDEMEANOR									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
Misdemeanor (Non-Traffic)	572	91	0	663	3	89	92	0	571
Failure to Appear (Non-Traffic)	64	0	0	64	0	1	1	0	63
<b>TOTAL</b>	<b>636</b>	<b>91</b>	<b>0</b>	<b>727</b>	<b>3</b>	<b>90</b>	<b>93</b>	<b>0</b>	<b>634</b>

<b>TRIALS HELD</b>
--------------------

Misdemeanor Court/FTA Trials Held: **1**                      Misdemeanor/FTA Jury Trials Held: **0**

<b>FELONY</b>
---------------

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
46	1	0	47	0	5	5	0	42

Felony Preliminary Hearings Held: **0**      Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **130**

<b>LOCAL NON-CRIMINAL ORDINANCES</b>
--------------------------------------

	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: August 2011

<b>WARRANTS OUTSTANDING</b>
-----------------------------

### TRAFFIC WARRANTS OUTSTANDING

D.U.I.	169
Serious Violations	10
All Other Violations	567
<b>TRAFFIC TOTAL</b>	<b>746</b>

### CRIMINAL WARRANTS OUTSTANDING

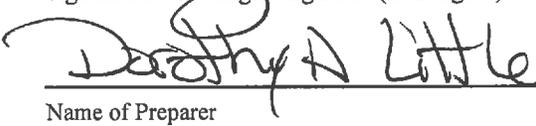
Felony	142
Misdemeanor	769
<b>CRIMINAL TOTAL</b>	<b>911</b>

**MAIL BY THE 20TH WORKING DAY OF MONTH:**

**Arizona Supreme Court**  
Administrative Office of the Courts  
1501 W. Washington St., Suite 410  
Phoenix, AZ 85007-3327

**ATTN: Research/Statistics Unit**  
(602) 542-9376

  
\_\_\_\_\_  
Signature of the Judge/Magistrate (or designee)

  
\_\_\_\_\_  
Name of Preparer

9-15-11  
\_\_\_\_\_  
Date of Preparation

PAYSON JUSTICE COURT TREASURER'S RECAP FY2012

AUGUST, 2011	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR		T848-2061	\$ 72.61	\$ 3.63	\$ 68.98
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005.314-3350.00	X10501314004429	\$ 84.44	\$ -	\$ 84.44
Confidential Address Assessment - State Treasurer	ZCAA1			\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2			\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,815.83	\$ -	\$ 1,815.83
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 8,533.20	\$ 426.66	\$ 8,106.54
Defensive Driving Diversion Fee	ZDDS	1005.314-3400.90	X105-4609	\$ 4,830.00	\$ 241.50	\$ 4,588.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,212.53	\$ 60.63	\$ 1,151.90
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 542.47	\$ 27.12	\$ 515.35
Base Fees (General Fund)	ZFEE	1005.314-3400.15	X105-4615	\$ 1,679.50	\$ 83.98	\$ 1,595.52
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.314-3510.10	X105-4831	\$ 15,807.23	\$ 790.36	\$ 15,016.87
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,271.19	\$ 63.56	\$ 1,207.63
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.314.3400.17	X10501314004861	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		T912-2061	\$ 4,161.01	\$ 208.05	\$ 3,952.96
Judicial Collection Enhancement \$7	ZJCL	4741.314-3400.15	X36001314004615	\$ 637.00	\$ -	\$ 637.00
Judicial Collection Enhancement Local %	ZJCLF	4741.314-3400.15	X36001314004615	\$ 241.36	\$ 12.07	\$ 229.29
Judicial Collection Enhancement \$13	ZJCS		T818-2061	\$ 1,183.00	\$ -	\$ 1,183.00
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 552.33	\$ 27.62	\$ 524.71
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502340004651	\$ 1,392.97	\$ -	\$ 1,392.97
Local Costs	ZLCL	1005.314-3510.10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005.314-3400.99	X105-4886	\$ 1,000.73	\$ 50.04	\$ 950.69
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,360.42	\$ 118.02	\$ 2,242.40
2011 Additional Assessment - State Treasurer	ZOS1			\$ 966.65	\$ 48.33	\$ 918.32
2011 Additional Assessment - County Treasurer	ZOS2			\$ 120.83	\$ 6.04	\$ 114.79
Officer Safety Equipment - City Police (CP)	ZOS3			\$ -	\$ -	\$ -
Officer Safety Equipment - Sheriff (SHF)	ZOS4			\$ -	\$ -	\$ -
Officer Safety Equipment - DPS (DPS)	ZOS5			\$ 316.63	\$ 15.83	\$ 300.80
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6			\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7			\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety - Registrar of Contractors (ZRCA)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10			\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS14			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.314-3510.10	X105-4831	\$ 0.43	\$ 0.02	\$ 0.41
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 95.38	\$ 4.77	\$ 90.61
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 4,888.81	\$ 244.44	\$ 4,644.37
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 24.19	\$ 1.21	\$ 22.98
Reimbursement to County Attorney 60%	ZREIM	3544.301-3400.11	X18201301004620	\$ 1,485.36	\$ -	\$ 1,485.36
Reimbursement to Superior Court 40%	ZREIM	4574.333-3400.16	X226333004864	\$ 990.24	\$ -	\$ 990.24
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Warrant Fee (Local)	ZWAR	1005.314-3510.10	X105-4831	\$ 60.00	\$ 3.00	\$ 57.00
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 106.52	\$ 5.33	\$ 101.19
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 2,004.71	\$ 100.24	\$ 1,904.47
DUI Abatement	ZDUIA		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,018.87	\$ -	\$ 2,018.87
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 758.79	\$ -	\$ 758.79
Game and Fish - Wildlife	ZGF		STATE	\$ 141.35	\$ 7.07	\$ 134.28
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 4,026.53	\$ 201.33	\$ 3,825.20
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 57.01	\$ 2.85	\$ 54.16
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 145.00	\$ -	\$ 145.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 166.82	\$ 8.34	\$ 158.48
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 65,755.94</b>	<b>\$ 2,762.24</b>	<b>\$ 62,993.70</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>		<b>\$ 62,993.70</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
9/1/11	4444	\$ 56,655.50	GILA COUNTY TREASURER
	4445	\$ 8,796.96	ARIZONA STATE TREASURER
	4446	\$ 145.00	GILA COUNTY BAD CHECK PROGRAM
	4447	\$ 158.48	SHERIFF SUSPENDE PLATES AND HURF
		\$ -	CITY POLICE SUSPENDE PLATES AND HURF
		<b>\$ 65,755.94</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for AUGUST, 2011.

DOROTHY A. LITTLE  
Gila County Justice of the Peace

**ARF-847**

**3- I**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

**Reporting Period:** Payson Regional Constable's Office Monthly Report for August 2011

**Submitted For:** Colt White

**Submitted By:** Yvonne  
House,  
Constable -  
Payson

---

**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for August 2011

**Suggested Motion**

Approval of the August 2011 monthly office activity report submitted by the Payson Regional Constable's Office.

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**Attachments**

Payson Regional Constable's Office Monthly Report 08/11



**PAYSON REGIONAL CONSTABLE  
COLT WHITE**

**AUGUST 2011  
MONTHLY REPORT**

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**MONTHLY ACTIVITY LETTER**

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**LOG OF NON-FEES**

**MILEAGE CHART**

**TREASURER'S RECEIPT**



**PAYSON REGIONAL CONSTABLE  
COLT WHITE**

SEPTEMBER 06, 2011

Gila County Board of Supervisors  
Gila County Courthouse  
1400 East Ash Street  
Globe, Arizona 85501

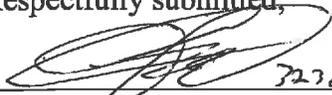
**PAYSON REGIONAL CONSTABLE'S MONTHLY ACTIVITY LETTER**

For the month of **August, 2011**, the Payson Constable's Office:

- ◆ Received a total of **159** papers for service
- ◆ Drove a total of **1886** miles
- ◆ Collected a total of **\$2193.28** as follows:
 

Check Total =	\$1244.20
Cash Total =	<u>949.08</u>
Total Deposited =	\$2193.28
Less Writ Fee (4 @ \$5.00/each) Collected=	<u>(\$ 20.00)</u>
(Check #2269/Treasurer's Receipt #98314)	
Reimbursement of unused grant money #CESTB09-02	
Ck#2262	<u>(\$ 25.01)</u>
Refund to Integrity Services overpayment Ck#2267	<u>(\$ 16.00)</u>
Refund Mark Kerr request of cancel service	
Ck#2268	<u>(\$ 77.00)</u>
Paid to General Fund =	\$2055.27
(Check #2271/Treasurer's Receipt #98317)	
 Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable =	 <u>\$ 875.00</u>
 Grand Total Paid to General Fund =	 <u><b>\$2930.27</b></u>

Respectfully submitted,

  
\_\_\_\_\_  
Colt White

Payson Regional Constable  
Gila County, Payson, Arizona

**CONSTABLE OFFICE STATISTICS COMPARISONS**  
**MONTHLY TOTALS BY FISCAL YEAR 2010-2011 & 2011-2012**

2010-2011 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	2011-2012 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED
<b>2010</b>				<b>2011</b>			
AUGUST	175	1,938	\$3,062.90	AUGUST	159	1,886	\$2,193.28
<b>COMPARISON TOTAL</b>	402	3,512	\$6,929.60	<b>COMPARISON TOTAL</b>	292	3,079	\$4,901.28
				<b>Difference</b>	<b>-110</b>	<b>-433</b>	<b>-\$2,028.32</b>
SEPTEMBER	150	2,010	\$2,702.90	SEPTEMBER			
OCTOBER	207	2,367	\$2,507.40	OCTOBER			
NOVEMBER	182	1,867	\$3,554.60	NOVEMBER			
DECEMBER	206	2,258	\$2,770.85	DECEMBER			
<b>2011</b>				<b>2012</b>			
JANUARY	194	1,885	\$3,337.42	JANUARY			
FEBRUARY	183	1,519	\$3,123.40	FEBRUARY			
MARCH	218	2,000	\$5,122.25	MARCH			
APRIL	132	1,657	\$2,784.76	APRIL			
MAY	153	1,681	\$2,984.40	MAY			
JUNE	159	1,634	\$2,697.00	JUNE			
JULY	227	1,574	\$3,866.70	JULY	133	1,193	\$2,708.00
<b>YEAR TOTAL:</b>	2,186	22,390	\$38,514.58	<b>YEAR TOTAL:</b>	292	3,079	\$4,901.28

Rev.080211

**Note:** Fees Collected column amounts do not include the \$875.00 per month received from the Town of Payson per contract.

CHECK AND CASH RECEIVED FOR MONTH				AUGUST	2011
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
8/1/2011	#748312	\$77.00	2011CV469-FD	Moffet, Wayne	Breen, Rebecca
8/1/2011	#18864603900	\$40.00	3 Day Rental Notice	Bailey, Randy	Sumegi, Mary
8/2/2011	#2750	\$77.00	2011CV290-SC	Royer, John	Owen, Grant
8/4/2011	#748314	\$40.00	2011CV505-IH	Fraijo, Lori Ann	Zakhoarov, Amy
8/5/2011	#005181/748315	\$46.00	2011CV506-FD	Pierson, Pamela	Connally, Cubb & Erin
8/5/2011	#34543	\$46.00	2011CV504-FD	Cedar Grove MHP	Choate, Jeffrey & Marissa
8/5/2011	#128/748316	\$49.20	2011CV507-FD	Brunson, Charles & Charolotte	Rogers, Earl
8/8/2011	#748318	\$40.00	2011CV508-IH	Breen, Rebecca	Nard, Steven
8/8/2011	#2708/748319	\$40.00	2011CV177-SC	Booth, Steven	DeCosta, Bret
8/8/2011	#1004	\$40.00	2011CV001134	Ridley, Eric	Van Acker, Chantel
8/9/2011	#748320	\$27.48	2011CV290-SC	Royer, Jean for John Royer	Owen, Grant
8/10/2011	#748321	\$74.00	DO201100315	Johnson, Kerrey	Johnson, Joshua
8/10/2011	#6646	\$56.00	CV20080002	Bergeson, Milo, et al v. West Condominiums HOA, Inc. et al (Titan)	Bishop, Alva
8/11/2011	#5141	\$46.00	CV201100269	Federal Home Loan Mortgage Corporation (AAA Landlord)	Wilcox, Wesley F. & Pamela
8/12/2011	#748322/1960	\$74.00	DO201100320	Izard, Kathy	Izard, Carrol L.
8/12/2011	#748323	\$46.00	2011CV525FD	Minich, Vanessa	Davis, Crystal
8/15/2011	#748324	\$40.00	CV2011000528	Jones, Christina	Mensch, Kathleen
8/15/2011	#748325	\$46.00	2011CV526FD	Ted Olsen/Mark Zerby	Luna, Ivan
8/15/2011	#748326	\$40.00	CV2011000528	Mensch, Kathleen	Jones, Christina
8/16/2011	#748327	\$40.00	2011CV00273	Lucas, Susan	Davis, Shirley
8/17/2011	#748328/2782	\$40.00	2011CV532SC	Davydov, Boris & Galina	Cramer, Rick
8/17/2011	#18864608793	\$46.00	2011CV533-FD	Bailey, Randy	Sumegi, Mary
8/18/2011	#748329	\$43.20	5 DAY NOTICE	Brunson, Charles & Charolotte	Earl Allen Rogers
8/18/2011	#748330	\$67.20	5 DAY NOTICE	Mahaffey, Barbara	Mahaffey, Kelly
8/18/2011	#748331	\$40.00	CV201100536	Camden, Crystal	Savage, Michael Ray
8/18/2011	#26204	\$56.00	CV201100285	ACD Aviation/Against the Wind LLC	Payson Regional Airport Authority
8/18/2011	#5254	\$40.00	CV2011-2485	Bartolini Finance	Pfeifer, Cynthia M.
8/19/2011	#748332	\$46.00	CV2011000538	Stevenson, Janice & James	Branch, Orson & Trinity
	#748333			Error in office	
8/19/2011	#748334	\$40.00	CV2011000538	Savage, Michael Ray	Camden, Crystal
8/19/2011	#748335	\$46.00	2011CV542-FD	Montijo, Fred & Robin	Moore, Wesley, minor
8/19/2011	#748336/1371	\$40.00	2011CV000543	Baker, Christina	Morgan Pat & Rosie, Grandparents
8/22/2011	#009093607	\$64.80	CC2011154286RC	Greystone Group Inc.	Brown, Nicholas L.
8/23/2011 and 08/31/2011	#20162/ #20163	\$38.00	2011CV550-FD	Frontier Village Partners LLC/Aspen Cove Condo	Pilcher, Taylor & Robert
8/23.2011	#748337/16132	\$46.00	2011CV000549	Prudential AZ Realty/Duane Bennett	Dunn, Gerald & Cheryl & all others
8/24.2011	#748338	\$40.00	2011CV945	Karen's Kare Bears/Karen Lloyd	Daniels, Krystal
8/24/2011	#748339/1313	\$77.00	2011CV506-FD	Kerr, Mark/Pierson, Pam	Connally, Cubb & Erin
8/24/2011	#748340	\$40.00	2011CV000511-IH	Welch, Crystal	Thompson-Bishop, Andrew Layne
8/25/2011	#748341/190847 53754	\$56.00	JG4812	Crosser, Debra	Crosser, Julie



**PAYSON REGIONAL CONSTABLE**

Colt White  
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County  
(928) 474-3844



Date: 9/1/2011

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**GENERAL CERTIFICATE of SERVICE  
SERVICE SUMMARY REPORT - by DATE SERVED**

8/1/2011 TO 8/31/2011

<b>Number of Cases</b>	<b>Description</b>
1	5 Day Notice To Vacate (Fee)
1	Complaint & Summons (Fee)
1	Complaint/Summons/Answer (Fee)
1	Default (Fee)
1	Five Day Rental Notice (Fee)
1	Guardianship/Conservatorship Petition (Fee)
11	Injunction Against Harassment (Fee)
1	Letter (Fee)
1	Order To Appear; Petition To Enforce (Fee)
1	Petition For Legal Separation w/Minor Children (Fee)
1	Subpoena; Notice Of Deposition (Fee)
9	Summons & Complaint (Fee)
5	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
15	Summons & Complaint-Forcible Detainer (Fee)
1	Summons & Petition For Dissolution Of A Covenant Marriage (Fee)

**GENERAL CERTIFICATE of SERVICE**  
**SERVICE SUMMARY REPORT - by DATE SERVED**

8/1/2011 TO 8/31/2011

<b>Number of Cases</b>	<b>Description</b>
1	Summons (Fee)
1	Writ Of Execution (Fee)
1	Writ Of Garnishment (Non-Earnings) & Summons (Fee)
2	Writ Of Restitution (Fee)
1	Injunction Against Harassment
2	Notice of Violation-Request For Voluntary Compliance
10	Notice To Appear; Petition
10	Order Of Protection
1	Order To Show Cause
54	Subpoena
4	Subpoena Trial Reset
15	Summons
6	Summons & Complaint
<hr/>	
<b>Total Number of Fee Services</b>	56
<b>Total Number of Non Fee Services</b>	103
<b>Total Number of Services</b>	159

**PAYSON REGIONAL CONSTABLE**

Colt White  
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County  
(928) 474-3844



**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**  
8/1/2011 TO 8/31/2011

Date: 9/6/2011

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/1/2011	8/4/2011	2011CV469-FD Writ Of Restitution	Wayne Moffet Rebecca Breen, & All Other Occupants	Rebecca Breen, & All Other Occupants 300 W Frontier #8 Payson, AZ 85541	Morgan Breen 300 W. Frontier Street, #8 Payson, AZ 85541	\$77.00 \$77.00	748312	Payson Regional Justice Court	0 2
8/1/2011	8/3/2011	3 Day Rental Notice Default	Randy Bailey Mary Sumegi	Mary Sumegi 305 S. Goodnow Road Payson, AZ 85541	Mary Sumegi Knotty Pine Cafe 1001 S. Beeline Highway Payson, AZ 85541	\$40.00 \$40.00	18864603900	N/A	0 1
8/2/2011	8/3/2011	2011CV290-SC Writ Of Execution	John Royer Gutter Done, c/o Grant Owen	Gutter Done, c/o Grant Owen 304 E. Cherry Street Payson, AZ 85541	Gutter Done, c/o Grant Owen 304 E. Cherry Street Payson, AZ 85541	\$104.48 \$104.48	2750	Payson Regional Justice Court	0 2
8/4/2011	8/5/2011	2011CV505-IH Injunction Against Harassment	Lori Ann Fraijo Nicole Zakharov	Nicole Zakharov Green Valley Apartments, #12 905 S. McLane Payson, AZ 85541	Crystal Ranae Welch Green Valley Apartments 905 S. McLane, #12 Payson, AZ 85541	\$40.00 \$40.00	748314	Payson Regional Justice Court	0 1
8/5/2011	8/8/2011	2011CV506-FD Summons & Complaint-Forcible Detainer	Pamela Pierson Cubb Connolly & Erin Fischer Connolly	Cubb Connolly & Erin Fischer Connolly 217 E. Pine Street Payson, AZ 85541	Posted-front door 217 E. Pine Street Payson, AZ 85541	\$46.00 \$46.00	5181/748315	Payson Regional Justice Court	0 1
8/5/2011	8/8/2011	2011CV507-FD Summons & Complaint-Forcible Detainer	Charles E. Brunson & Charlotte R. Brunson Earl Allen Rogers	Earl Allen Rogers 103 S. Lion Springs Road Star Valley, AZ 85541	Jill Denice Lamos 103 S.Lion Springs Road Star Valley, AZ 85541	\$49.20 \$49.20	128/748316	Payson Regional Justice Court	0 1
8/5/2011		2011CV002SO Summons & Complaint; Certificate Of Compulsory Arbitration	FIA Card Services, N.A. David W Peace & "J Doe" Peace	"J. Doe" Peace 404 W Frontier Street Payson, AZ 85541	Unserved	\$24.00 \$0.00		Gila County Superior Court	0 2
8/5/2011	8/29/2011	2011CV490-UN Summons & Complaint	Capital One Bank (USA), N.A. Sidney A. Dando & J. Doe Dando	Sidney A Dando 106 E. Bonita Street Payson, AZ 85541-5007	Debra "J. Doe" A Dando 2609 W Graff Payson, AZ 85541	\$40.00 \$0.00		Payson Regional Justice Court	0 4
8/5/2011	8/29/2011	2011CV490-UN Summons & Complaint	Capital One Bank (USA), N.A. Sidney A. Dando & J. Doe Dando	Debra "J. Doe" A Dando 106 E. Bonita Street Payson, AZ 85541-5007	Debra "J. Doe" A Dando 2609 W Graff Payson, AZ 85541	\$24.00 \$0.00		Payson Regional Justice Court	0 4

**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**

8/1/2011 TO 8/31/2011

Date: 9/6/2011

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/5/2011	8/8/2011	2011CV504-FD	Cedar Grove MHP, LLC	Jeffrey Choate & Marissa Choate, & John and Jane Does I-X	Posted-front door	\$46.00	34543	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Jeffrey Choate & Marissa Choate, & John and Jane Does I-X	703 E. Frontier Street, #4 Payson, AZ 85541	703 E. Frontier Street, #4 Payson, AZ 85541	\$46.00			2
8/5/2011	8/12/2011	2009CV904-OV	HPSC, Inc.	Desert Schools FCU, garnishee	DS FCU, Yvonne Pierce, Branch Manager	\$69.00		Payson Regional Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Timothy A. Patterson	300 N. Beeline Highway Payson, AZ 85541	300 N Beeline Highway Payson, AZ 85541	\$0.00			1
8/5/2011	8/17/2011	2011CV002SO	FIA Card Services, N.A.	David W Peace	Unserved	\$40.00		Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	David W Peace & "J Doe" Peace	404 W Frontier Street Payson, AZ 85541		\$0.00			2
8/8/2011	8/15/2011	2011CV508-IH	Rebecca Breen	Steven Nard	Unserved	\$40.00	748318	Payson Regional Justice Court	0
		Injunction Against Harassment	Steven Nard			\$40.00			4
8/8/2011	8/29/2011	2011CV177-SC	Steven N. Booth, DDS, PC	Bret Da Costa	Bret Da Costa	\$60.00	748319/2708	Payson Regional Justice Court	0
		Summons & Complaint	Bret Da Costa	P. O. Box 1136 4010 N. Highway 87 Pine, AZ 85544	5850 Arroyo East Pine, AZ 85544	\$40.00			3
8/8/2011	8/15/2011	CV2011001134	Eric Ridley	Chantel Van Acker	Chantel Van Acker	\$40.00	1004	Coconino County-Flagstaff Justice Court	0
		Summons & Complaint	Mike Van Acker & Chantel Van Acker	1110 N. Yodle Circle Payson, AZ 85541	120 E Main Street Payson, AZ 85541	\$40.00			1
8/10/2011	8/12/2011	DO201100315	Kerrey J. Johnson	Joshua B. Johnson	Joshua B. Johnson	\$74.00	748321	Gila County Superior Court	0
		Petition For Legal Separation w/Minor Children	Joshua B. Johnson	216 Parkwood Road Payson, AZ 85541	714 S. Beeline Highway, Suite 104 Payson, AZ 85541	\$74.00			1
8/10/2011	8/12/2011	CV20080002	Milo Bergeson, et al	Alva John Bishop	Alva John Bishop	\$56.00	6646	Gila County Superior Court	0
		Subpoena; Notice Of Deposition	West Frontier Condominiums HOA, Inc., et al	704 W. Main Street Payson, AZ 85541	704 W. Main Street Payson, AZ 85541	\$56.00			1
8/10/2011	8/24/2011	2011CV000511	Crystal Ranae Welch	minor c/o Alleene R. Bishop, mother	Alleene R. Bishop	\$40.00		Payson Regional Justice Court	0
		Injunction Against Harassment	Andrew Layne Bishop-Thompson	717 W. Frontier Street Payson, AZ 85541	717 W. Frontier Street Payson, AZ 85541	\$0.00			1
8/11/2011	8/15/2011	CV201100269	Federal Home Loan Mortgage Corporation	Wesley F. Wilcox & Pamela Wilcox & all other occupants	Wesley Fred Wilcox	\$46.00	5141	Gila County Superior Court	0
		Summons & Complaint-Forcible Detainer	Wesley F. Wilcox & Pamela Wilcox & all other occupants	2503 W. Graff Drive Payson, AZ 85541	2503 W. Graff Drive Payson, AZ 85541	\$46.00			1
8/12/2011	8/19/2011	DO201100320	Kathy L. Izard	Carrol L. Izard	Carrol L. Izard	\$74.00	748322/1960	Gila County Superior Court	0
		Summons & Petition For Dissolution Of A Covenant Marriage	Carrol L. Izard	120 S. Tonto Road Payson, AZ 85541	Highway 87 Mile Marker 87 Payson, AZ 85541	\$74.00			2

**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**

8/1/2011 TO 8/31/2011

Date: 9/6/2011

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/12/2011	8/15/2011	2011CV525 FD	Vanessa Minich	Crystal Davis	Crystal Davis	\$46.00	748323	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Crystal Davis	190 Cornerstone Drive, #54 Star Valley, AZ 85541	190 Cornerstone Drive, #54 Star Valley, AZ 85541	\$46.00			1
8/15/2011	8/15/2011	2011CV000527	Christina Jones	Kathleen Mensch	Kathleen Mensch	\$40.00	748324	Payson Regional Justice Court	0
		Injunction Against Harassment	Kathleen Mensch	175 Saddle Mountain Road Kohl's Ranch, AZ 85541	Superior Court 714 S Beeline Highway Payson, AZ 85541	\$40.00			1
8/15/2011	8/15/2011	2011CV526 FD	Ted Olsen	Ivan Luna	Ivan Luna	\$46.00	748325	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Ivan Luna	201 B E. McKamey Payson, AZ 85541	201 B E. McKamey Payson, AZ 85541	\$46.00			1
8/15/2011	8/15/2011	2011CV000528	Kathleen Mensch	Christina Jones	Christina Jones	\$40.00	748326	Payson Regional Justice Court	0
		Injunction Against Harassment	Christina Jones	604 N. Snead Drive Payson, AZ 85541	604 N. Snead Drive Payson, AZ 85541	\$40.00			1
8/16/2011	8/17/2011	2011CV00273	Susan Lucas	Shirley Lynn Davis	Shirley Lynn Davis	\$40.00	748327	Apache Junction Municipal Court	0
		Injunction Against Harassment	Shirley Lynn Davis	377 Granite Ridge Star Valley, AZ 85541	600 E. Highway 260, #7 Star Valley, AZ 85541	\$40.00			1
8/17/2011	9/1/2011	2011CV532SC	Boris and Galina Davydov	Rick Cramer	Unserved	\$40.00	#748327/2782	Payson Regional Justice Court	0
		Summons & Complaint	Rick Cramer	803 S. Frontier Street, #1 Payson, AZ 85541		\$40.00			4
8/17/2011	8/19/2011	2011CV533-FD	Randy Bailey	Mary Sumegi	Mary Sumegi	\$46.00	18864608793	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Mary Sumegi	305 S. Goodnow Road Payson, AZ 85541	Knotty Pine Cafe 1001 S. Beeline Highway Payson, AZ 85541	\$46.00			1
8/17/2011	8/31/2011	2011CV054517	US Bank National Association ND	Heather Louise McClanahan	Unserved	\$40.00		Superior Court of Maricopa County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Heather Louise McClanahan & "J. Doe" McClanahan	221 E. Pine Street Payson, AZ 85541		\$0.00			3
8/17/2011	8/31/2011	2011CV054517	US Bank National Association ND	"J. Doe" McClanahan	Unserved	\$24.00		Maricopa County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Heather Louise McClanahan & "J. Doe" McClanahan	221 E. Pine Street Payson, AZ 85541		\$0.00			3
8/18/2011	8/22/2011		Charles E. Brunson & Charlotte R. Brunson	Earl Allen Rogers	Earl Allen Rogers	\$43.20	748329		0
		Five Day Rental Notice	Earl Allen Rogers	103 S. Lion Springs Road Star Valley, AZ 85541	El Rancho Restaurant 200 S. Beeline Highway Payson, AZ 85541	\$43.20			2
8/18/2011	8/30/2011	CV201100285	ACD Aviation, Inc Against The Wind, LLC	Payson Regional Airport Authority Statutory Agent: Bob Pearson	Bob Pearson	\$40.00	26204	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Payson Regional Airport Authority Statutory Agent: Bob Pearson	405 S. Beeline Highway, #F Payson, AZ 85541	806 W Airport Road Hanger #8 Payson, AZ 85541	\$40.00			1
8/18/2011	8/30/2011	CV20112485	Bartolini Finance dba CNAC AZ 101	Cynthia M. Garver (Pfeifer)	Cynthia M. Garver (Pfeifer)	\$40.00	5254	Apache Junction Justice Court Pinal County	0
		Complaint & Summons	Cynthia M. Garver (Pfeifer)	108 N. Lakeshore Road Payson, AZ 85541	108 N. Lakeshore Road Payson, AZ 85541	\$40.00		Precinct 7	1

**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**

8/1/2011 TO 8/31/2011

Date: 9/6/2011

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/18/2011	8/22/2011	None	Barbara Mahaffey	Kelly Mahaffey & all other occupants	Kelly Mahaffey	\$67.20	#748330	N/A	0
		5 Day Notice To Vacate	Kelly Mahaffey & all other occupants	4909 German Ranch Road Strawberry, AZ 85544	4909 German Ranch Road Strawberry, AZ 85544	\$67.20			1
8/18/2011	8/18/2011	2011CV000536	Crystal Camden	Michael Ray Savage	Michael Ray Savage	\$40.00	748331	Payson Regional Justice Court	0
		Injunction Against Harassment	Michael Ray Savage	466 W. Emerald Payson, AZ 85541	466 W. Emerald Payson, AZ 85541	\$0.00			1
8/19/2011	8/19/2011	2011CV537-FD	Lakeshore Realty Corp., Janice K. Stevenson & James K. Stevenson	Orson Lee Branch & Trinity Lee Branch & all other occupants	Trinity A. Branch	\$46.00	748332	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Orson Lee Branch & Trinity Lee Branch & all other occupants	111 N. Parkwood Lane Payson, AZ 85541	111 N. Parkwood Lane Payson, AZ 85541	\$46.00			1
8/19/2011	8/19/2011	2011CV000538	Michael Ray Savage	Crystal Camden	Crystal Camden	\$40.00	748334	Payson Regional Justice Court	0
		Injunction Against Harassment	Crystal Camden	2223 N. Jewel End Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$40.00			1
8/19/2011	8/19/2011	2011CV000543	minor c/o Christina Baker, mother	minor c/o Pat & Rose Morgan, Grandparents	minor c/o Pat & Rose Morgan, Grandparents	\$40.00	#748336/1371	Payson Regional Justice Court	0
		Injunction Against Harassment	minor c/o Pat & Rose Morgan, Grandparents	Lot 25 Trail of Tears Payson, AZ 85541	Lot 25 Trail of Tears Payson, AZ 85541	\$40.00			1
8/19/2011	8/22/2011	2011CV542-FD	Fred Montijo & Robin Montijo	Wesley Moore	Wesley Moore	\$46.00	748335	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Wesley Moore	204 E. Zurich, Unit C Payson, AZ 85541	204 E. Zurich, Unit C Payson, AZ 85541	\$46.00			1
8/22/2011	8/31/2011	CC2011154286RC	Greystone Group Inc. Greystone Jewelers	Nicholas L. Brown	Nicholas L. Brown	\$64.80	009093607	Maricopa County Justice Court	0
		Summons	Nicholas L. Brown	353 N. Baptist Camp Road Payson, AZ 85541	329 N Baptist Camp Road Payson, AZ 85541	\$64.80			1
8/22/2011	9/2/2011	2011CV523-OV	Capital One Bank (USA), N.A.	William Mckellips	Unserved	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	William McKellips & "J. Doe" McKellips	29 Pine Trail Payson, AZ 85541		\$0.00			3
8/22/2011	9/2/2011	2011CV523-OV	Capital One Bank (USA), N.A.	"J. Doe" McKellips	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	William McKellips & "J. Doe" McKellips	29 Pine Trail Payson, AZ 85541		\$0.00			3
8/22/2011	9/1/2011	2011CV524-UN	Razor Capital, LLC	Scott Young	Unserved	\$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Scott Young & "J Doe" Young	202 W Cherry Street Unit A Payson, AZ 85541		\$0.00			3
8/22/2011	9/1/2011	2011CV524-UN	Razor Capital, LLC	"J. Doe" Young	Unserved	\$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Scott Young & "J Doe" Young	202 W Cherry Street Unit A Payson, AZ 85541		\$0.00			3

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8/23/2011	8/26/2011	2011CV549-FD	Prudential Arizona Realty & Duane Bennett	Gerald Dunn & Cheryl Dunn & all other occupants	Gerald Dunn	\$46.00	#748337/1613 2	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Gerald Dunn & Cheryl Dunn & all other occupants	204 N. Bronco Circle Payson, AZ 85541	204 N. Bronco Circle Payson, AZ 85541	\$46.00			1
8/23/2011	8/26/2011	2011CV550FD	Frontier Village Partners, LLC dba Aspen Cove Condominiums	Taylor Pilcher	Taylor Pilcher	\$46.00	20162	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Taylor Pilcher & Robert Pilcher John & Jane Does I-X	801 E. Frontier Street, Unit #5 Payson, AZ 85541	801 E. Frontier Street, Unit #5 Payson, AZ 85541	\$46.00			1
8/24/2011	8/30/2011	2011CV495-SC	Karen's Kare Bears, LLC, Karen LLOYD	Krystal Ann Daniels	Krystal Ann Daniels	\$40.00	748338	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Krystal Ann Daniels	410 W. Main Street Payson, AZ 85541	SmartStyle Salon WalMart 300 N. Beeline Highway Payson, AZ 85541	\$40.00			1
8/24/2011	8/29/2011	2011CV506FD	Pamela Pierson	Cubb Connolly & Erin Fischer Connolly	Unserved	\$77.00	#748339/1313	Payson Regional Justice Court	0
		Writ Of Restitution	Cubb Connolly & Erin Fischer Connolly	217 E. Pine Street Payson, AZ 85541		\$77.00			1
8/25/2011	8/26/2011	JG4812	Debra Crosser	Julie Crosser	Julie Crosser	\$56.00	748341/19084 753754	Maricopa County Superior Court	0
		Guardianship/Conservatorship Petition	Julie Crosser	Wear This 213 E Highway 260 Payson, AZ 85541	Wear This 213 E Highway 260 Payson, AZ 85541	\$56.00			2
8/25/2011	8/26/2011	2011CV554IN	Jadee Garner	Amber Franklin - Jacobs	Amber Franklin - Jacobs	\$40.00	1024	Payson Regional Justice Court	0
		Injunction Against Harassment	Amber Franklin - Jacobs	318 W Frontier Street Payson, AZ 85541	318 W Frontier Street Payson, AZ 85541	\$40.00			1
8/25/2011	8/26/2011	2011CV555-IH	Jadee Garner	minor c/o Amber Franklin - Jacobs, mother	Amber Franklin - Jacobs	\$40.00	1024	Payson Regional Justice Court	0
		Injunction Against Harassment		318 W Frontier Street Payson, AZ 85541	318 W Frontier Street Payson, AZ 85541	\$40.00			1
8/29/2011	8/29/2011	2011CV553-FD	Flavio Villa	Rose Willhoite & Jason Willhoite	Rose Willhoite	\$46.00	748342	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Rose Willhoite & Jason Willhoite	500 N Granite Drive Payson, AZ 85541	500 N Granite Drive Payson, AZ 85541	\$46.00			1
8/29/2011	8/29/2011	2011CV558-FD	F & B Wellington Trust	Ronald Zuber & Christine Zuber	Ronald Zuber	\$46.00	748343/1499	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Ronald Zuber & Christine Zuber	510 E Evergreen Payson, AZ 85541	510 E Evergreen Payson, AZ 85541	\$46.00			1
8/29/2011	8/29/2011	2011 CV573-FD	Barbara Mahaffey	Kelly Mahaffey	David Wicks	\$73.20	748344	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Kelly Mahaffey	4909 German Ranch Road Strawberry, AZ 85544	4909 German Ranch Road Strawberry, AZ 85544	\$73.20			1
8/29/2011	8/29/2011	D020030523	Paula Lynn White	Jered Wade White	Jered Wade White	\$40.00	748401/1999	Gila County Superior Court	0
		Order To Appear; Petition To Enforce	Jered Wade White	Aspen Grove Apartments 801 E Frontier Street #34 Payson, AZ 85541	Aspen Grove Apartments 801 E Frontier Street #34 Payson, AZ 85541	\$40.00			1

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8/29/2011	8/30/2011	2011CV575-FD	Charles E. Brunson & Charlotte R. Brunson	Earl Allen Rogers	Earl Allen Rogers	\$49.20	748402/131	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Earl Allen Rogers	103 S. Lion Springs Road Star Valley, AZ 85541	El Rancho Restaurant 200 S. Beeline Highway Payson, AZ 85541	\$49.20			1

**PAYSON REGIONAL CONSTABLE**

Colt White  
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County  
(928) 474-3844



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8/1/2011	8/3/2011	2010CR319 Subpoena	State of Arizona Robert John Brandt	GCSO, Deputy T. Buckner GCSO, 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/1/2011	8/3/2011	2010CR319 Subpoena	State of Arizona Robert John Brandt	U.S. Forest Service, Ofc. D. Adams Payson Office-U.S. Highway 260 Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/1/2011	8/3/2011	2010CR319 Subpoena	State of Arizona Robert John Brandt	United State Forest Service, Diana Carstensen Payson Ranger Station 1009 E. Highway 260 Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/1/2011	8/2/2011	2010CR319 Subpoena	State of Arizona Robert John Brandt	[REDACTED] 218 W. Claxton Road Star Valley, AZ 85541	[REDACTED] minor c/o Robert J. Brandt, father 218 W. Claxton Road Star Valley, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/3/2011	8/8/2011	2011CV501-OP Order Of Protection	Charles L. Jackson Amy Renee Beasley	Amy Renee Beasley 4230 N. Highway 87, #25 Pine, AZ 85544	Amy Renee Beasley Nifty 50's Diner 3885 N. Highway 87 Pine, AZ 85544	\$0.00 \$0.00		Payson Regional Justice Court	0 6
8/5/2011	8/9/2011	2011CR275 Subpoena	State of Arizona Warren E Parton	Amy Connolly 104 N. Pinecrest Road Payson, AZ 85541	Amy Connolly 104 N. Pinecrest Road Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/5/2011	8/9/2011	2011CR275 Subpoena	State of Arizona Warren E Parton	GCSO, Deputy K. Baltz 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/5/2011	8/9/2011	2011CR275 Subpoena	State of Arizona Warren E Parton	GCSO, Deputy C. Maxwell GCSO, 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/5/2011	8/9/2011	2011TR422 Subpoena	State of Arizona Anthony Louis Giomi	GCSO, Deputy M. Hill GCSO 108 W. Main Street Payson, AZ 85541	Unservd	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/5/2011	8/9/2011	2011TR422 Subpoena	State of Arizona Anthony Louis Giomi	GCSO, Deputy L. Kerszykowski 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

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8/5/2011	8/9/2011	2011CR282	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Donald E. Powell	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
8/5/2011	8/9/2011	2011CR282	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Donald E. Powell	108 W. Main Street Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
8/5/2011	8/10/2011	2011CR282	State of Arizona	Sherman "Colby" Wagstaff	Unserved	\$0.00		Payson Regional Justice Court	0
		Subpoena	Donald E. Powell	854 Tonto Basin Tonto Basin, AZ 85553		\$0.00			4
8/5/2011	8/10/2011	2011CR282	State of Arizona	James H. Brown, IV	James H. Brown, IV	\$0.00		Payson Regional Justice Court	0
		Subpoena	Donald E. Powell	3588 S. Forest Service Road 184 Rye, AZ 85541	Tonto Basin Post Office 77 Old Highway 188 Tonto Basin, AZ 85553	\$0.00			1
8/5/2011		2011CR143	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga		\$0.00		Payson Regional Justice Court	0
		Subpoena	Marcelina Duarte Potter	303 N. Beeline Highway Payson, AZ 85541		\$0.00			0
8/5/2011	8/9/2011	2011CR143	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Marcelina Duarte Potter	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
8/5/2011	8/9/2011	2011CR143	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Marcelina Duarte Potter	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
8/5/2011	8/9/2011	2011CR275	State of Arizona	U.S.F.S., Officer Coda Witt	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Warren E Parton	United States Forest Service Highway 260 Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			0
8/5/2011	8/12/2011	2011CR000379	State of Arizona	Clint Charles Sparks	Clint Charles Sparks	\$0.00		Payson Regional Justice Court	0
		Summons	Clint Charles Sparks	808 E Highway 260, #5 Payson, AZ 85541	808 E Highway 260, #5 Payson, AZ 85541	\$0.00			2
8/5/2011	8/11/2011	2011CR000396	State of Arizona	Daniel Glen Parker	Daniel Glen Parker	\$0.00		Payson Regional Justice Court	0
		Summons	Daniel Glen Parker	535 W. Thiele Lane #10 Payson, AZ 85541	535 W. Thiele Lane #10 Payson, AZ 85541	\$0.00			1
8/5/2011	8/12/2011	2011CR000397	State of Arizona	Jenna Paige Hurst	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons	Jenna Paige Hurst	105 E. Main Street #205 Payson, AZ 85541		\$0.00			5
8/5/2011	8/11/2011	2011CR000395	State of Arizona	Rachel Katherynn Belen	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons	Rachel Katherynn Belen	105 E. Main Street #212 Payson, AZ 85541		\$0.00			6
8/5/2011	8/11/2011	2011CR000394	State of Arizona	Jeffery Scott Balon	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons	Jeffery Scott Balon	3793 N. AZ Highway 87, #1 Pine, AZ 85544		\$0.00			3
8/5/2011	8/15/2011	2011CR000391	State of Arizona	Zackary Paul Hunter	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons	Zackary Paul Hunter	109 E. McKamey Street #6 Payson, AZ 85541		\$0.00			3

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8/5/2011	8/15/2011	2011CR000389 Summons	State of Arizona Gregory Pate McGough	Gregory Pate McGough 1037 W. Bridle Path Payson, AZ 85541	Gregory Pate McGough 1037 W. Bridle Path Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 5
8/5/2011	8/11/2011	2011CR000388 Summons	State of Arizona Phil Dale Hopkins	Phil Dale Hopkins 604 N. Hogan Drive Payson, AZ 85541	Phil Dale Hopkins 604 N. Hogan Drive Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/5/2011	8/11/2011	2011CR000385 Summons	State of Arizona Samantha Jean Johnson	Samantha Jean Johnson 100 W. Airport, #21 Payson, AZ 85541	Unserved	\$0.00 \$0.00		Payson Regional Justice Court	0 2
8/5/2011		2011TR012355 Subpoena Trial Reset	State of Arizona Noah Christenson	Payson Police Department, Ofc. J. Davies		\$0.00 \$0.00		Payson Regional Justice Court	0 0
8/5/2011	8/16/2011	2011TR012355 Subpoena Trial Reset	State of Arizona Noah Christenson	Janelle Burba 1004 N. Earhart Parkway Payson, AZ 85541	Janelle Burba 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
8/5/2011		2011TR012381 Subpoena	State of Arizona Ekaterina Pollard	Payson Police Department, Ofc. J. Meredith 303 N. Beeline Highway Payson, AZ 85541		\$0.00 \$0.00		Payson Regional Justice Court	0 0
8/5/2011	8/12/2011	2011TR002285 Subpoena	State of Arizona Lee Rodriguez	GCSO, Deputy R. Chagolla 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/5/2011	8/12/2011	2011JV00085; Petition 2011-1 Notice To Appear; Petition	State of Arizona	[REDACTED] minor c/o Richard Rolan, grandfather 4759 Pine Creek Canyon Pine, AZ 85544	Richard Rolan Tonto Apache Reservation Milepost 251, Highway 87 Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
8/5/2011	8/12/2011	2011JV00084; Petition 2011-1 Notice To Appear; Petition	State of Arizona	[REDACTED], minor c/o Joseph Dice, father 735 E. Sycamore Lane Gisela, AZ 85541	Joseph Dice 2000 N Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
8/5/2011	8/12/2011	2011JV00081; Petition 2011-1 Notice To Appear; Petition	State of Arizona	[REDACTED] minor c/o Joanne Kay Woolford, mother 190 Cornerstone Way, Space #18 Star Valley, AZ 85541	Joanne Kay Woolford 100 S Meadow Street Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
8/8/2011	8/15/2011	2011JV032; Petition 2011-2 Notice To Appear; Petition	State of Arizona	[REDACTED] minor c/o Louis E. & Chelia Mendibles, parents 1506 E. Cedar Lane Payson, AZ 85541	Chelia Mendibles. 500 E Rancho Road Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
8/8/2011	8/15/2011	2011JV032; Petition 2011-3 Notice To Appear; Petition	State of Arizona	[REDACTED] minor c/o Louis E. & Chelia Mendibles, parents 1506 E. Cedar Lane Payson, AZ 85541	Chelia Mendibles. 500 E Rancho Road Payson, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
8/9/2011	8/9/2011	2011CV509-OP Order Of Protection	Alinda Renee Bumbalow Tommy Holdren, Jr.	Tommy Holdren, Jr. 801W. Longhorn Road, #4 Payson, AZ 85541	Tommy Holdren, Jr. 801W. Longhorn Road, #4 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

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8/9/2011	8/17/2011	2011TR901	State of Arizona	Department of Public Safety, Ofc. H. Thomason	Department of Public Safety, Ofc. H. Thomason	\$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	Department of Public Safety-Payson Office ,	Department of Public Safety-Payson Office ,	\$0.00			1
8/9/2011	8/17/2011	2011TR901	State of Arizona	DPS Crime Lab, Andrea Buller, Criminalist	DPS Crime Lab, Andrea Buller, Criminalist	\$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	Department of Public Safety Crime Lab Phoenix, AZ	Department of Public Safety Crime Lab Phoenix, AZ	\$0.00			1
8/9/2011	8/16/2011	2011TR901	State of Arizona	Payson Police Department, Ofc. J. Hazelo	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
8/9/2011	8/17/2011	2011TR901	State of Arizona	GCSO, Deputy D. Newman	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
8/10/2011	8/11/2011	2011CV510-OP	Jenifer Miller	Marty D Miller	Marty D Miller	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Marty D Miller	614 W. Bridle Path Payson, AZ 85541	614 W. Bridle Path Payson, AZ 85541	\$0.00			4
8/10/2011	8/17/2011	CR2011-076	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO, Deputy L. Kerszykowski	\$0.00		Gila County Superior Court	0
		Subpoena	Frankie Stiner	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
8/10/2011	8/17/2011	CR2011-076	State of Arizona	GCSO, Detective J. Garrett	GCSO, Detective J. Garrett	\$0.00		Gila County Superior Court	0
		Subpoena	Frankie Stiner	GCSO, 108 W. Main Street Payson, AZ 85541	GCSO, 108 W. Main Street Payson, AZ 85541	\$0.00			1
8/10/2011	8/17/2011	CR2011-076	State of Arizona	U.S. Forest Service, Ofc. D. Adams	U.S. Forest Service, Ofc. D. Adams	\$0.00		Gila County Superior Court	0
		Subpoena	Frankie Stiner	Payson Office-U.S. Highway 260 Payson, AZ 85541	Payson Office-U.S. Highway 260 Payson, AZ 85541	\$0.00			1
8/10/2011	8/17/2011	CR2011-076	State of Arizona	U.S.F.S., Officer Coda Witt	U.S.F.S., Officer Coda Witt	\$0.00		Gila County Superior Court	0
		Subpoena	Frankie Stiner	United States Forest Service Highway 260 Payson, AZ 85541	United States Forest Service Highway 260 Payson, AZ 85541	\$0.00			1
8/10/2011	8/22/2011	2011UD012005	State of Arizona	Town of Payson-Community Development Dept., Sean Tanner	Town of Payson-Community Development Dept., Sean Tanner	\$0.00		Payson Magistrate Court	0
		Subpoena	Glenn Hutton	303 N. Beeline Highway Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
8/10/2011	8/17/2011	2011CR340	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Julie Ann Crosser	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
8/10/2011	8/17/2011	2011CR340	State of Arizona	GCSO, Jacob Delecki	GCSO, Jacob Delecki	\$0.00		Payson Regional Justice Court	0
		Subpoena	Julie Ann Crosser	714 S. Beeline Highway Payson, AZ 85541	714 S. Beeline Highway Payson, AZ 85541	\$0.00			1
8/10/2011	8/16/2011	2011TR906	State of Arizona	Payson Police Department, Officer J. Johnson	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Weston Michael Murray	Payson Police Department 303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1

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8/10/2011	8/16/2011	2010CR317	State of Arizona	Payson Police Department, Ofc. J. Hazelo	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	Scott Sheldon Worthern	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
8/11/2011	8/17/2011	2011TR002447	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Guthrie	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
8/11/2011	8/17/2011	2011TR002279	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Lavazza	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
8/11/2011	8/16/2011	2011TR012418	State of Arizona	Payson Police Department, Ofc. B. Watson	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Guillermo Estrada	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
8/11/2011	8/16/2011	2011TR012420	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Charles Sullivan	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
8/11/2011	8/11/2011	2011TR002405	State of Arizona	Department of Public Safety, Ofc. S. Meeske	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Dean Sellers.	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
8/12/2011	8/15/2011	2011CV000519	Ginger Olson	Darrell Shicky	Darrell Shicky	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Darrell Shicky	GCSO Jail 1100 South Street Globe, AZ 85501	GCSO Jail 1100 South Street Globe, AZ 85501	\$0.00			1
8/15/2011	8/15/2011	2011CV000527	Christina Jones	Kathleen Mensch	Kathleen Mensch	\$40.00	748324	Payson Regional Justice Court	0
		Injunction Against Harassment	Kathleen Mensch	175 Saddle Mountain Road Kohl's Ranch, AZ 85541	Superior Court 714 S Beeline Highway Payson, AZ 85541	\$40.00			1
8/15/2011	8/17/2011	CP01012-004	Gila County Community Development Division	Ricki Paul Wood & Nelly Jean Gorslin	Rickie Paul Wood	\$0.00		Gila County Hearing Office-Payson	0
		Order To Show Cause	Ricki Paul Wood & Nelly Jean Gorslin	326 S River Road Gisela Ranches SUB LOT 28 Gisela, AZ 85541	326 S. River Road Gisela, AZ 85541	\$0.00			1
8/15/2011	8/16/2011	2011JV-074	State of Arizona	Payson Police Department, Ofc. J. Meredith	PPD Dispatch	\$0.00		Gila County Superior Court	0
		Subpoena	Travis Edward Albin	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
8/15/2011	8/17/2011	JV2011-074	State of Arizona	James B Thornhill	James B Thornhill	\$0.00		Gila County Superior Court	0
		Subpoena	Travis Edward Albin	800 N. Easy Street Payson, AZ 85541	800 N. Easy Street Payson, AZ 85541	\$0.00			1
8/15/2011		JV2011-074	State of Arizona	Payson Herring c/o Karen Carlen	Unserved	\$0.00		Gila County Superior Court	0
		Subpoena	Travis Edward Albin	28 E Pine Canyon Drive Payson, AZ 85541		\$0.00			1
8/16/2011	8/16/2011	2011CV000530	Michelle Armstrong	Michael W. Armstrong	Michael W. Armstrong	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Michael W. Armstrong	809 E. Frontier Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	\$0.00			1

**ITEMIZED SERVICES by DATE RECEIVED**

8/1/2011 TO 8/31/2011

Date: 9/6/2011

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/16/2011	8/17/2011	2011JV00089 Petition 2011-1	State of Arizona	[REDACTED] minor c/o Annisa Micolites mother 190 Cornerstone Way #36 Payson, AZ 85541	Annisa Micolites 190 N. Cornerstone Way, #36 Star Valley, AZ 85541	\$0.00 \$0.00		Gila County Juvenile Court	0 1
8/16/2011	8/17/2011	2011JV00090 Petition 2011-1	State of Arizona	[REDACTED] minor c/o Kathy Reiger foster mother 4007 N Mistletoe Drive Pine, AZ 85544	Kathy Reiger 4007 N Mistletoe Drive Pine, AZ 85544	\$0.00 \$0.00		Gila County Juvenile Court	0 1
8/16/2011	8/17/2011	2005JV177 Petition 2011-1	State of Arizona	[REDACTED], minor c/o Juan Valdez & Camparo Mendez, parents 1503 N. Hoover Payson, AZ 85541	Unservd	\$0.00 \$0.00		Gila County Juvenile Court	0 2
8/16/2011	8/17/2011	2001TR002447 Subpoena Trial Reset	State of Arizona Robert Guthrie	GCSO, Deputy R. Chagolla 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/16/2011	8/17/2011	2011CR000337 Subpoena	State of Arizona Terrance Radimaker	GCSO, Deputy D. Hornung 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/17/2011	8/18/2011	2011CV000531 Order Of Protection	Nichole Ploughe Justin Phillip Valencia	Justin Phillip Valencia In Custody-Globe 1100 South Street Globe, AZ 85501	Justin Phillip Valencia In Custody-Globe 1100 South Street Globe, AZ 85501	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/17/2011	8/19/2011	2011CR398 Summons & Complaint	State of Arizona Jennifer Lynn Thedorff	Jennifer Lynn Thedorff 207 E. Juniper Street Payson, AZ 85541	Jennifer Lynn Thedorff 207 E. Juniper Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/18/2011	8/19/2011	DO201100297 Order Of Protection	Kerrey J. Johnson Joshua B. Johnson	Joshua B. Johnson 216 Parkwood Road Payson, AZ 85541	Joshua B. Johnson One Stop Parking Lot 401 S., Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 3
8/18/2011		2011CR12184 Subpoena	State of Arizona Colton Bud Morris	Payson Police Department, Ofc. M. Hansen 303 N. Beeline Highway Payson, AZ 85541		\$0.00 \$0.00		Payson Magistrate Court	0 0
8/18/2011		2011CR12184 Subpoena	State of Arizona Colton Bud Morris	Payson Police Department, Ofc. B. Hoffman 303 N. Beeline Highway Payson, AZ 85541		\$0.00 \$0.00		Payson Magistrate Court	0 0
8/18/2011	8/26/2011	2011CR12184 Subpoena	State of Arizona Colton Bud Morris	Rachel Katherynn Belen 105 E. Main Street #212 Payson, AZ 85541	Unservd	\$0.00 \$0.00		Payson Magistrate Court	0 2
8/18/2011	8/26/2011	2011CR12184 Subpoena	State of Arizona Colton Bud Morris	Kori Ann May 8193 W. Apache Drive Mesa Del Caballo, AZ 85541	Shannon Russell 509 E McKamey Street Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 2
8/18/2011	8/26/2011	2011CR000351 Subpoena	State of Arizona Ronald Adler	GCSO, Deputy R. Vaughn 108 W. Main Street Payson, AZ 85541	GCSO Clipboard 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

**ITEMIZED SERVICES by DATE RECEIVED**  
8/1/2011 TO 8/31/2011

Date: 9/6/2011

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/18/2011	8/26/2011	2011TR002429	State of Arizona	DPS Clipboard - Payson	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Frank Marquez	Payson DPS Office Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1
8/18/2011		2011TR12256	State of Arizona	Payson Police Department, Ofc. J. Davies		\$0.00		Payson Magistrate Court	0
		Subpoena	Jean Stull Call	303 N. Beeline Highway Payson, AZ 85541		\$0.00			0
8/19/2011	8/26/2011	2011CR429	State of Arizona	Lauriena L. Neal-Rinehart	Lauriena L. Neal-Rinehart	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Lauriena L. Neal-Rinehart	1103 W. Crestview Payson, AZ 85541	603 S Colcord Road Apartment B Payson, AZ 85541	\$0.00			2
8/19/2011	8/23/2011	2011CR426	State of Arizona	Guy Garlinghouse	Guy Garlinghouse	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Guy Garlinghouse	105 E. Main Street, #124 Payson, AZ 85541	105 E. Main Street, #124 Payson, AZ 85541	\$0.00			1
8/19/2011	8/24/2011	2011CR430	State of Arizona	Daniel Glen Parker		\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Daniel Glen Parker	535 W. Thiele Lane #10 Payson, AZ 85541		\$0.00			2
8/19/2011	8/23/2011	2011CR431	State of Arizona	Aaron Matthew Bradford	Aaron Matthew Bradford	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Aaron Matthew Bradford	203 W. Elm Street Payson, AZ 85541	203 W. Elm Street Payson, AZ 85541	\$0.00			1
8/22/2011	8/29/2011	2011CR0395	State of Arizona	Raheem Lajuan Royal	Brendalyn Rose	\$0.00		Gila County Superior Court	0
		Summons	Raheem Lajuan Royal	709 N Manzanita Payson, AZ 85541	709 N. Mazatzal Payson, AZ 85541	\$0.00			2
8/22/2011	8/29/2011	2011CR0397	State of Arizona	Raheem Lajuan Royal	Brendalyn Rose	\$0.00		Gila County Superior Court	0
		Summons	Raheem Lajuan Royal	709 N Manzanita Payson, AZ 85541	709 N. Mazatzal Payson, AZ 85541	\$0.00			2
8/22/2011	8/31/2011	2011JV00093	State of Arizona	minor c/o Daniel H. Jones father	Unserved	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition		201 E Forest Drive Apartment #4 Payson, AZ 85541		\$0.00			2
8/22/2011	8/31/2011	2011CR0389	State of Arizona	Shelly Amanda Lewis	Unserved	\$0.00		Gila County Superior Court	0
		Summons	Shelly Amanda Lewis	346 S Moonlight Drive Star Valley, AZ 85541		\$0.00			4
8/24/2011		2011TR012403	State of Arizona	PPD, Officer McDonough		\$0.00		Payson Magistrate Court	0
		Subpoena	Eugene Wullkotte	303 N Beeline Highway Payson, AZ 85541		\$0.00			0
8/24/2011	8/30/2011	2011JV019	State of Arizona	c/o Jerald Fleischaker father	Sara Ann Fleischaker	\$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition		105 E Main Street #205 Payson, AZ 85541	Corner of Tonto Street & 300 W Bonita Street Payson, AZ 85541	\$0.00			0
8/24/2011	8/30/2011	2011CR00363	State of Arizona	Waylon Blu Park	Unserved	\$0.00		Gila County Superior Court	0
		Summons	Waylon Blu Park	214 E Buckboard Trail Payson, AZ 85541		\$0.00			1
8/25/2011	8/31/2011	2011CR000425	State of Arizona	Sarah Resseguie	Unserved	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Sarah Resseguie	105 E Main Street #211 Payson, AZ 85541		\$0.00			4

**ITEMIZED SERVICES by DATE RECEIVED**

8/1/2011 TO 8/31/2011

Date: 9/6/2011

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/25/2011	8/25/2011	2011CV556-OP Order Of Protection	Mystie Rose Albers Christopher Lawrence Stewart	Christopher Lawrence Stewart In Custody-Payson Jail 108 W. Main Street Payson, AZ 85541	Christopher Lawrence Stewart In Custody-Payson Jail 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/26/2011	8/26/2011	2011TR012446 Subpoena	State of Arizona Douglas Thorne	Payson Police Department, Ofc. L. Ortiz 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
8/26/2011	8/26/2011	2011TR012381 Subpoena Trial Reset	State of Arizona Ekaterina Pollard	Payson Police Department, Ofc. J. Meredith 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
8/29/2011	8/30/2011	Notice of Violation-Request For Voluntary Compliance	Town of Payson Terri Groves	Terri Groves 404 W Arabian Way Payson, AZ 85541-3029	Unservd	\$0.00 \$0.00			0 2
8/29/2011	8/31/2011	Notice of Violation-Request For Voluntary Compliance	Town of Payson Brent Althoff	Brent Althoff 309 South Clark Road Payson, AZ 85541	Brent Althoff 309 South Clark Road Payson, AZ 85541	\$0.00 \$0.00			0 3
8/29/2011	8/29/2011	2011CV570-OP Order Of Protection	Jaimee Kah Hilgendorf Eric Hilgendorf	Eric Hilgendorf Frontier Condominiums 300 W Frontier Street Apt #1 Payson, AZ 85541	Eric Hilgendorf Frontier Condominiums 300 W Frontier Street Apt #1 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 3
8/29/2011	8/30/2011	2011CR000437 Summons	State of Arizona Martin Rose	Martin Rose 506 S Mesquite Street Payson, AZ 85541	Martin Rose 506 S Mesquite Street Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
8/29/2011	8/30/2011	2011CR000440 Summons	State of Arizona Shianne Valla	Shianne Valla 1309 N Easy Street Payson, AZ 85541	Shianne Valla 101 W Aero Drive Payson, AZ 85541-5402	\$0.00 \$0.00		Payson Regional Justice Court	0 2
8/29/2011	8/31/2011	2011CR174 Subpoena	State of Arizona Christopher Wells	Michael Dehn Levac 304 N Pioneer Trail Payson, AZ 85541	Michael Dehn Levac 304 N Pioneer Trail Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 3
8/29/2011		2011TR12170 Subpoena	State of Arizona Curt A. Manning	Victor Johnson 1304 N Beeline Highway #34 Payson, AZ 85541		\$0.00 \$0.00		Payson Magistrate Court	0 0
8/29/2011	8/30/2011	2011TR12170 Subpoena	State of Arizona Curt A. Manning	Charles Edward Beckstead 8182 West Barranca Road HC3 Box332 Mesa Del Caballo, AZ 85541	Charles Edward Beckstead 190 Cornerstone Way, #47 Star Valley, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 2
8/29/2011	8/29/2011	2011CR174 Subpoena	State of Arizona Christopher Wells	Payson Police Department, Detective M. Van Camp 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 1
8/30/2011		2011DO00341 Order Of Protection	Leah Christenson Larry R Bauman, II	Larry R Bauman, II 206 S Ash Street Payson, AZ 85541		\$0.00 \$0.00		Gila County Superior Court	0 0

## MILEAGE FOR THE MONTH AUGUST 2011

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
8/1	32		0	
8/2	122		8	
8/3	62		8	
8/4	44		8	
8/5	79		0	
8/8	30		65	
8/9	54		0	
8/10	16		96	
8/11	103		0	
8/12	17		43	
8/15	40		43	
8/16	36		0	
8/17	0		114	
8/18	55		0	
8/19	40		52	
8/22	65		0	
8/23	96		0	
8/24	0		0	
8/25	93		0	
8/26	50		0	
8/29	32		155	
8/30	120		0	
8/31	42		66	
<b>DAYS</b>	<b>1228</b>		<b>658</b>	

**Total Miles Driven By  
The Constable's Office**

**1886**

**Month 2011**

**GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA**

DATE 9/6/11

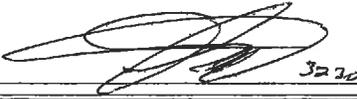
GRANT # \_\_\_\_\_

DEPOSIT TO FUND Gila County Treasurer FUND # \_\_\_\_\_

REMITTING DEPT Payson Regional Constable

SERVICE RENDERED Services fees collected for the month of August 2011

Account Code	Revenue Description	Amount
1005-324-3405.80	Services fees collected from	*2055.27
X1005-01-32400-4614	August 1, 2011 to August 31, 2011	
	from the Payson Regional	
	Constable.	
	Reference our check # 2271	
	dated 9/6/11	
		* 2055 27

Authorized Signature  Title Payson Regional Constable #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_

TREASURER

98317

<b>PAYSON CONSTABLE</b> 108 W. MAIN ST. 928-474-3844 PAYSON, AZ 85541		2271 91-8277/1221 6128 0703680454
DATE <u>09-06-11</u>		
PAY TO THE ORDER OF <u>GILA COUNTY TREASURER</u>		\$ <u>2055.27</u>
<u>TWO THOUSAND FIFTY FIVE AND 27/100</u>		DOLLARS
FOR <u>SERVICE FEES COLLECTED FOR AUG, 2011</u>		
⑈000000227⑈ ⑆122⑆05278⑆ 0703680454⑈		

**GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA**

DATE 9/6/11

GRANT # \_\_\_\_\_  
 DEPOSIT TO FUND Gila County Treasurer FUND # T-9162061  
 REMITTING DEPT Payson Regional Constable  
 SERVICE RENDERED dz Constable Assoc. Ethics Committee Fund-Writ Fees *collected*

Account Code	Revenue Description	Amount
T-9162061	Payson Regional Constable Ethics Committee Fund - fees collected for writs sewered for month of August 2011	20 00
	4 @ \$500/each	
	Reference our check # 2269 dated 9/6/11	
		20 00

Authorized Signature  Title Payson Regional Constable #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_  
 TREASURER 98314

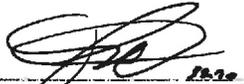
**PAYSON CONSTABLE**  
 108 W. MAIN ST. 928-474-3844  
 PAYSON, AZ 85541

**2269**  
 91-527/1221 6128  
 0703680454

DATE 9/6/11

PAY TO THE ORDER OF Gila County Treasurer \$ 20.00  
Twenty and 00/100 DOLLARS

FOR Writ fees collected for month of August



⑈0000002269⑈ ⑆122105278⑆ 0703680454⑈

**ARF-849**

**3- J**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

**Reporting Period:** Globe Justice Court's Report for the Month of August 2011

**Submitted For:** Mary Navarro

**Submitted By:** Mary Navarro,  
Superior Court

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**Information**

**Subject**

Globe Justice Court Report for the Month of August, 2011

**Suggested Motion**

Approval of the August 2011 departmental activity report submitted by the Globe Regional Justice Court.

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**Attachments**

Globe Justice Court Report for August 2011

Globe Justice Court Report for August 2011

Globe Justice Court Report for August 2011

# GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: AUG, 2011

## BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$7,947.13
RECEIVED DURING THE MONTH	\$18,328.54
DISBURSED DURING THE MONTH	\$13,404.73
BALANCE AT THE END OF THE MONTH	\$12,870.94



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Justice of the Peace/Court Admin.

\*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

AUGUST, 2011	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ -	\$ -	\$ -
Drug and Gang Enforcement Fines	ZDECEJ		STATE	\$ 508.31	\$ 25.42	\$ 482.89
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,557.27		\$ 1,557.27
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,706.02		\$ 1,706.02
Game and Fish - Wildlife	ZGF		STATE	\$ 19.57	\$ 0.98	\$ 18.59
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,957.43	\$ 97.88	\$ 1,859.55
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ 26.49	\$ 1.33	\$ 25.16
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Alternative Dispute Resolution	ZADR		T848-2061	\$ 45.85	\$ 2.30	\$ 43.55
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2			\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,495.79		\$ 1,495.79
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 7,046.15	\$ 352.31	\$ 6,693.84
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,050.00	\$ 52.50	\$ 997.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 906.95	\$ 45.35	\$ 861.60
DUI Abatement	ZDUIA		T889-2061	\$ 20.00	\$ 1.00	\$ 19.00
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 342.31	\$ 17.12	\$ 325.19
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 25.12	\$ 1.26	\$ 23.86
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,160.04	\$ 58.01	\$ 1,102.03
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 14,861.48	\$ 743.08	\$ 14,118.40
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,035.74	\$ 51.79	\$ 983.95
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1.01	\$ 0.06	\$ 0.95
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 973.94		\$ 973.94
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 152.31	\$ 7.62	\$ 144.69
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,808.74		\$ 1,808.74
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 348.51	\$ 17.43	\$ 331.08
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,676.01		\$ 1,676.01
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 266.94	\$ 13.35	\$ 253.59
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	\$ 23.40		\$ 23.40
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 15.60		\$ 15.60
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	\$ 86.21	\$ 4.32	\$ 81.89
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 222.98	\$ 11.15	\$ 211.83
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 1,978.95	\$ 98.95	\$ 1,880.00
2011 Additional Assessment - State Treasurer	ZOS1	T930 - 2061		\$ 440.95	\$ 22.05	\$ 418.90
2011 Additional Assessment - County Treasurer	ZOS2	T931 - 2061		\$ 55.12	\$ 2.76	\$ 52.36
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	T932 - 2061		\$ 5.42	\$ 0.28	\$ 5.14
Officer Safety Equipment - Sheriff (SHF)	ZOS4	T933 - 2061		\$ 40.42	\$ 2.03	\$ 38.39
Officer Safety Equipment - DPS (DPS)	ZOS5	T934 - 2061		\$ 166.63	\$ 8.34	\$ 158.29
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6			\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	T936 - 2061		\$ 8.00	\$ 0.40	\$ 7.60
Officer Safety - Registrar of Contractors (ROFC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13			\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15			\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16			\$ -	\$ -	\$ -
Health and Human Services (HHS)	ZOS17			\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18			\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19			\$ -	\$ -	\$ -
TriCity Fire Department (TRIFI)	ZOS20			\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23			\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24			\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 39.70	\$ 1.99	\$ 37.71
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 154.13	\$ 7.71	\$ 146.42
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,928.93	\$ 146.45	\$ 2,782.48
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 227.58	\$ 11.38	\$ 216.20
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 4,731.80	\$ 236.59	\$ 4,495.21
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 53.18	\$ 2.66	\$ 50.52
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 314.73		\$ 314.73
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	\$ 3,334.05		\$ 3,334.05
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 2,222.70		\$ 2,222.70
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

AUGUST, 2011	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				\$ 56,042.46	\$ 2,045.85	\$ 53,996.61

<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>	\$ 53,996.61
<b>TOTAL RESTITUTION RECEIVED</b>	\$ 1,132.05
<b>TOTAL RECEIPTS THIS MONTH</b>	\$ 57,174.51

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
9/4/2011	6026	\$ 5,649.48	ARIZONA STATE TREASURER
9/4/2011	6027	\$ 50,392.98	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		<b>\$ 56,042.46</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, Gary Goettman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of AUGUST, 2011. *To the best of my knowledge, information and belief*

Justice of the Peace  
 Subscribed and Sworn to before me this 8<sup>th</sup> day of September, 2011.

*Mary E. Mendez*  
 Notary Public

My Commission Expires:

**OFFICIAL SEAL**

**MARY E. MENDEZ**  
 NOTARY PUBLIC - State of Arizona  
 GILA COUNTY  
 My Comm. Expires Dec. 12, 2011

**ARF-858**

**3- K**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

**Reporting Period:** Clerk of Superior Court Report for the Month of August 2011

**Submitted For:** Vicki Aguilar

**Submitted By:** Vicki Aguilar,  
Clerk of the  
Superior Court

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**Information**

**Subject**

Clerk of Superior Court Report for the Month of August 2011

**Suggested Motion**

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

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**Attachments**

Clerk of Superior Court Report for August 2011

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

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**CLERK'S REPORT  
FOR  
AUGUST, 2011**

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.**

A handwritten signature in black ink, appearing to read "Anita Escobedo", written over a horizontal line.

**ANITA ESCOBEDO**  
**Clerk of the Superior Court**  
**Of Gila County, Arizona**



# Summary Allocation by Agency Report



Report generated on : 9/1/2011 2:04:36 PM

Criteria : From Date : 8/1/2011 To Date : 8/31/2011

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set
<b>Agency Name :</b>									
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	380.00				380.00	
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	1530.00				1530.00	
<b>Agency Name : BOND POSTED - THIS COURT</b>									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	14382.75				14382.75	
<b>Agency Name : D.A.R.E. PROGRAM</b>									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	25.00				25.00	
<b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b>									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	2557.77				2557.77	
<b>Agency Name : GILA COUNTY TREASURER</b>									
ZCNTY	GILA COUNTY TREASURER	ZVAPB	30% INTERSTATE COMPACT	88.39				88.39	
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	495.00		0.00		495.00	
		ZADR	ALTER. DISPUTE RESOLUTION FUND	58.29				58.29	
		ZATT	ATTORNEY FEE REIMBURSEMENT	1375.00				1375.00	
		ZALTF	AZ LENGTHY TRIAL FUND	467.54				467.54	

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



# Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	5302.22				5302.22
		ZFINE	BASE FINES	7304.90				7304.90
		ZCIEF	CHILDREN ISSUES EDUC FUND	971.43				971.43
		ZCEF	CLEAN ELECTIONS FUND	878.07				878.07
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	42.01				42.01
		ZJDET	COUNTY JUV DETENTION	2034.18				2034.18
		ZCLLF	COUNTY LAW LIBRARY FUND	2557.55				2557.55
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	4185.34				4185.34
		ZDNAS	DNA STATE SURCHARGE	308.18				308.18
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	1206.02				1206.02
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	322.18				322.18
		ZDREF	DOMESTIC RELATIONS EDUCATION	138.71				138.71
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	1482.78				1482.78
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	928.12				928.12
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	218.15				218.15
		ZDCRT	DRUG COURT FEE FUND	360.00				360.00

Anita Escobedo, Clerk of the Court

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# Summary Allocation by Agency Report



Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZDUIA	DUI ABATEMENT FUND	435.00				435.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	457.72				457.72
		ZWITN	EXPERT WITNESS FUND	720.00				720.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	3872.79				3872.79
		ZEXJU	EXTRA JUV PROBATION ASMNT	763.57				763.57
		ZEXT	EXTRADITION REIMBURSEMENT	35.00				35.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	606.27				606.27
		ZCC	GEN JURIS CONCILIATION COURT	1150.00				1150.00
		ZGCAT	GILA COUNTY ATTORNEY - 60%	5739.46		33.00		5772.46
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	956.58		5.50		962.08
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	2869.74		16.50		2886.24
		ZJF	JAIL (INCARCERATION) FEES	4.25				4.25
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	1255.61				1255.61
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	2853.58				2853.58

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>

Page

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# Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	191.53				191.53
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	358.02				358.02
		ZJS	JUVENILE PROBATION SERV FEES	2993.28		-55.00		2938.28
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	1156.41				1156.41
		ZMISC	MISCELLANEOUS FEES	64.38				64.38
		ZPP	PASSPORT APPLICATION FEES	1000.00				1000.00
		ZPCOF	PRISON CONSTRUCTION AND	3899.37				3899.37
		ZPRS6	PROB SURCH 2006	78.28				78.28
		ZPBA	PROBATION FEE ADULT	14585.69				14585.69
		ZPRSU	PROBATION SURCHARGE (\$5.00)	0.15				0.15
		ZPUBZ	PUBLIC DEFENDER FEES	585.76				585.76
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	754.00				754.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	77.06				77.06
		ZSTAT	STATE TREASURER - GENERAL FUND	2172.22				2172.22
		ZVAF	VICTIMS ASSISTANCE FUND	206.24				206.24

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



# Summary Allocation by Agency Report



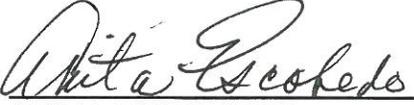
Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set /
ZCNTY	GILA COUNTY TREASURER	ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	354.00				354.00	
		ZGFDU	XTRA DUI ASSMT	70.00				70.00	
		ZPRS9	ZPRS9	165.00				165.00	
<b>Agency Name : OVERPAYMENT REFUNDED</b>									
ZOVR	OVERPAYMENT REFUNDED	ZOVR	OVERPAYMENT REFUNDED	125.00				125.00	
<b>Agency Name : RESTITUTION</b>									
ZREST	RESTITUTION	ZREST	RESTITUTION	13744.27				13744.27	
<b>Total:</b>				<b>113899.81</b>		<b>0.00</b>		<b>113899.81</b>	
							<b>LESS SHADED AREAS:</b>		
								- 32,744.79	
								81,155.02	
							Juv Diversion	+ 1,910.00	
								<u>83,065.02</u>	

Anita Escobedo, Clerk of the Court  
 Gila County Superior Court  
 1400 E. Ash St.  
 Globe, AZ 85501

STATE OF ARIZONA     )  
                                  ) ss:  
County of Gila         )

**ANITA ESCOBEDO, being first duly sworn according to law,  
Deposes and says:**

**That she is the Clerk of the Superior Court of the State of Arizona, in and for  
the County of Gila, and that the annexed and foregoing report contains a true and  
correct statement of all fees collected by her in the office of said Clerk during the  
month of AUGUST, 2011.**

  
\_\_\_\_\_  
**ANITA ESCOBEDO**  
Clerk of the Superior Court  
Of Gila County, Arizona

**SUBSCRIBED AND SWORN to before me this 13<sup>TH</sup> day of September, 2011.**

  
\_\_\_\_\_  
**Deputy**

**ARF-861**

**3- L**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

**Reporting Period:** Recorder's Office Monthly Report for August 2011

**Submitted For:** Sadie Dalton

**Submitted By:** Sadie Dalton,  
Recorder's  
Office

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**Information**

**Subject**

Recorder's Office Monthly Report for August 2011.

**Suggested Motion**

Approval of the August 2011 monthly departmental activity report submitted by the Recorder's Office.

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**Attachments**

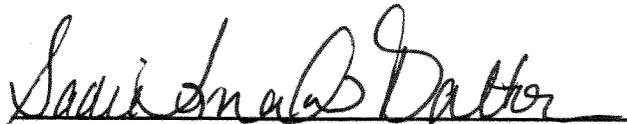
Recorder's August 2011 Monthly Report



## GILA COUNTY RECORDER

REPORT FOR THE MONTH OF AUGUST 2011

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

  
Sadie Tomerlin Dalton, Gila County Recorder



Bank Deposit Summary, From 8/1/11 12:00AM To 8/31/11 11:59PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Aug 1, 2011 4:51:05 PM	1982	B	Payson	\$19.00
Aug 1, 2011 4:51:05 PM	1983	B	Globe	\$503.00
Aug 2, 2011 4:50:42 PM	1984	B	Payson	\$51.00
Aug 2, 2011 4:50:42 PM	1985	B	Globe	\$675.00
Aug 3, 2011 4:53:48 PM	1986	B	Globe	\$276.00
Aug 4, 2011 4:51:53 PM	1987	B	Payson	\$3.00
Aug 4, 2011 4:53:18 PM	1988	B		\$7,359.00
Aug 5, 2011 4:58:47 PM	1989	B	Payson	\$87.00
Aug 5, 2011 4:58:47 PM	1990	B	Globe	\$359.00
Aug 8, 2011 4:52:30 PM	1991	B	Payson	\$30.00
Aug 8, 2011 4:52:30 PM	1992	B	Globe	\$1,478.00
Aug 9, 2011 8:31:50 AM	1993	B	Payson	\$50.00
Aug 9, 2011 8:31:50 AM	1994	B	Globe	\$268.00
Aug 10, 2011 4:52:22 PM	1995	B	Payson	\$46.00
Aug 10, 2011 4:52:22 PM	1996	B	Globe	\$235.00
Aug 11, 2011 4:51:39 PM	1997	B	Payson	\$21.00
Aug 11, 2011 4:51:39 PM	1998	B	Globe	\$235.00
Aug 12, 2011 4:52:24 PM	1999	B	Payson	\$7.00
Aug 12, 2011 4:52:24 PM	2000	B	Globe	\$716.00
Aug 15, 2011 8:16:42 AM	2002	B	Payson	\$21.00
Aug 15, 2011 4:53:39 PM	2001	B	Globe	\$4,166.56
Aug 16, 2011 4:50:54 PM	2003	B	Globe	\$531.00
Aug 16, 2011 4:50:54 PM	2004	B	Payson	\$107.00
Aug 17, 2011 4:52:30 PM	2005	B	Globe	\$249.00
Aug 17, 2011 4:52:30 PM	2006	B	Payson	\$108.00
Aug 18, 2011 4:53:51 PM	2007	B	Payson	\$43.00
Aug 18, 2011 4:53:51 PM	2008	B	Globe	\$409.00
Aug 19, 2011 4:53:28 PM	2009	B	Globe	\$376.50
Aug 19, 2011 4:53:28 PM	2010	B	Payson	\$103.00
Aug 22, 2011 4:53:38 PM	2011	B	Payson	\$34.00
Aug 22, 2011 4:53:38 PM	2012	B	Globe	\$409.50
Aug 23, 2011 4:51:45 PM	2013	B	Payson	\$57.00
Aug 23, 2011 4:51:45 PM	2014	B	Globe	\$31.00
Aug 24, 2011 4:53:51 PM	2015	B	Payson	\$41.00
Aug 24, 2011 4:53:51 PM	2016	B	Globe	\$163.00
Aug 25, 2011 4:47:46 PM	2017	B	Payson	\$119.00
Aug 25, 2011 5:17:30 PM	2018	B	Globe	\$728.00
Aug 25, 2011 5:17:30 PM	2019	B	Payson	\$64.00
Aug 25, 2011 5:17:30 PM	2020	B	Payson	\$0.00
Aug 26, 2011 4:55:59 PM	2021	B	Globe	\$406.00
Aug 26, 2011 4:55:59 PM	2022	B	Payson	\$16.00
Aug 29, 2011 9:17:49 AM	2023	B	Payson	\$71.00
Aug 29, 2011 9:17:49 AM	2024	B	Globe	\$753.00
Aug 30, 2011 4:51:20 PM	2025	B	Payson	\$33.00
Aug 30, 2011 4:51:20 PM	2026	B	Globe	\$134.00
Aug 31, 2011 4:50:09 PM	2027	B	Payson	\$112.00
Aug 31, 2011 4:50:09 PM	2028	B	Globe	\$1,282.00

Total \$22,985.56

1632.00 Deposited in September  
 \$ 21353.56

## MONTHLY ACTIVITY REPORT -

DATE	AMT PAID	1005	7143	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
8/1/211	522.00	891.00	300.00	304.00	0.00	0.00	0.00	973.00	1495.00
8/2/2011	726.00	734.00	124.00	124.00	15.00	0.00	137.00	271.00	997.00
8/3/2011	276.00	265.60	88.00	88.00	0.00	310.00	163.00	475.60	751.60
8/4/2011	7362.00	432.00	204.00	204.00	0.00	0.00	7124.00	478.00	840.00
8/5/2011	446.00	525.00	256.00	256.00	0.00	0.00	96.00	591.00	1037.00
8/8/2011	1508.00	326.00	176.00	180.00	5.00	0.00	1045.00	179.00	687.00
8/9/2011	318.00	445.00	148.00	148.00	0.00	0.00	0.00	423.00	741.00
8/10/2011	281.00	402.00	196.00	196.00	0.00	0.00	47.00	513.00	794.00
8/11/2011	256.00	409.00	140.00	140.00	0.00	0.00	64.00	433.00	689.00
8/12/2011	723.00	769.00	180.00	184.00	20.00	0.00	28.00	430.00	1153.00
8/15/2011	4187.56	4108.00	264.00	288.00	20.00	320.56	126.00	813.00	5000.56
8/16/2011	638.00	644.00	188.00	392.00	0.00	1049.00	68.00	1635.00	2273.00
8/17/2011	357.00	400.00	200.00	200.00	5.00	0.00	158.00	448.00	805.00
8/18/211	452.00	454.00	188.00	188.00	0.00	0.00	207.00	378.00	830.00
8/19/2011	479.50	399.50	196.00	196.00	0.00	0.00	126.00	312.00	791.50
8/22/2011	443.50	589.50	264.00	264.00	0.00	95.00	67.00	769.00	1212.50
8/23/2011	88.00	154.00	80.00	80.00	0.00	0.00	183.00	226.00	314.00
8/24/211	204.00	233.00	88.00	104.00	0.00	0.00	112.00	221.00	425.00
8/25/2011	911.00	731.00	252.00	252.00	0.00	0.00	72.00	324.00	1235.00
8/26/2011	422.00	639.00	232.00	232.00	15.00	0.00	45.00	696.00	1118.00
8/29/2011	824.00	722.00	304.00	308.00	25.00	0.00	0.00	535.00	1359.00
8/30/2011	167.00	499.00	180.00	180.00	0.00	0.00	440.00	692.00	859.00
8.31/2011	1,394.00	1,546.00	288.00	288.00	10.00	0.00	349.00	738.00	2132.00
TOTAL	22,985.56	16317.60	4,536.00	4,796.00	115.00	1,774.56	10,657.00	12,553.60	27,539.16

Receipt Listing

From 8/1/11 12:00AM To 8/31/11 11:59PM

Receipt ID	Date/Time	Amount
11-4992	Aug 31, 2011 3:03:26 PM	\$28.00
11-4993	Aug 31, 2011 3:17:32 PM	\$35.00
11-4994	Aug 31, 2011 3:21:43 PM	\$28.00
11-4995	Aug 31, 2011 3:23:33 PM	\$16.00
11-4996	Aug 31, 2011 3:26:14 PM	\$28.00
11-4997	Aug 31, 2011 3:39:54 PM	\$28.00
11-4998	Aug 31, 2011 3:46:41 PM	\$120.00
11-4999	Aug 31, 2011 4:05:45 PM	\$70.00
11-5000	Aug 31, 2011 4:12:58 PM	\$28.00
11-5001	Aug 31, 2011 4:18:37 PM	\$51.00
11-5002	Aug 31, 2011 4:33:54 PM	\$14.00
<b>Total</b>		<b>\$38,325.16</b>

Journal Activity

Account		Debits	Credits	Net
<b>Asset</b>				
1005 Suspense PrePayAccounts	1005 Suspense - Prepay	\$9,594.60	(\$8,000.00)	\$1,594.60
Cash	Cash/Check	\$22,985.56	\$0.00	\$22,985.56
D-1005-120-01-4612-003	Postage (deferred)	\$15.00	(\$17.00)	(\$2.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	\$45.00	(\$53.00)	(\$8.00)
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	\$60.00	(\$68.00)	(\$8.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$60.00	(\$68.00)	(\$8.00)
ETransfer	Electronic Transfers	\$2,786.00	\$0.00	\$2,786.00
	<b>Total</b>	<b>\$35,546.16</b>	<b>(\$8,206.00)</b>	<b>\$27,340.16</b>
<b>Liability</b>				
1005 Suspense ChargeAccounts	1005 Suspense - Charge	\$206.00	(\$180.00)	\$26.00
	<b>Total</b>	<b>\$206.00</b>	<b>(\$180.00)</b>	<b>\$26.00</b>
<b>Expense</b>				
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Revenue</b>				
1005-120-01-4612-001	Copies	\$0.00	(\$527.00)	(\$527.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$84.00)	(\$84.00)
1005-120-01-4612-003	Postage	\$0.00	(\$1,199.60)	(\$1,199.60)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$342.00)	(\$342.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$114.00)	(\$114.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$91.00)	(\$91.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$77.00)	(\$77.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$13,767.00)	(\$13,767.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$41.00)	(\$41.00)
1005-120-01-4612-027	Fax	\$0.00	(\$65.00)	(\$65.00)
7143-120-01-4777-031	Assessor Surcharge	\$0.00	(\$4,528.00)	(\$4,528.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,788.00)	(\$4,788.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$23.00)	(\$23.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$92.00)	(\$92.00)
7147-120-01-4612-013	Microfiche	\$0.00	(\$3.00)	(\$3.00)
7147-120-01-4612-018	Voter	\$0.00	(\$317.56)	(\$317.56)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$1,454.00)	(\$1,454.00)
eRecording	eRecording	\$2,753.00	(\$2,606.00)	\$147.00
	<b>Total</b>	<b>\$2,753.00</b>	<b>(\$30,119.16)</b>	<b>(\$27,366.16)</b>
	<b>Total</b>	<b>\$38,505.16</b>	<b>(\$38,505.16)</b>	<b>\$0.00</b>

9594.60  
 206.00  
 + 2753.00  
 -----  
 \$12553.60

8000.00  
 180.00  
 + 2606.00  
 -----  
 10786.00  
 - 129.00  
 -----  
 \$10657.00

from July

16307.60  
 10.00  
 -----  
 16317.60

+ 8<sup>00</sup> = 4536<sup>00</sup>  
 + 8<sup>00</sup> = 4796<sup>00</sup>  
 } 115.00

} 1774.56

+ 173<sup>00</sup> =  
 \$ 27539.11

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash/Check	\$22,985.56	\$0.00	\$22,985.56
	<b>Range Total</b>	<b>\$22,985.56</b>	<b>\$0.00</b>	<b>\$22,985.56</b>

Sadie Tomerlin Dalton						<b>New Fiscal Year Form</b>	
Gila County Recorder							
For Month Of:							
	FY	2011-2012					
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mining fees 7146	Recorder Check to Treasurer
July	1,192	4,236	11,989.38	760.00	3,932	2.00	20,919.38
Aug	1,272	4,796	14,380.90	1,774.56	4,536	23.00	25,510.46
Sept							0.00
Oct							0.00
Nov							0.00
Dec							0.00
Jan							0.00
Feb							0.00
Mar							0.00
Apr							0.00
May							0.00
June							0.00
<b>Total</b>	<b>2,464</b>	<b>9,032</b>	<b>26,370.28</b>	<b>2,534.56</b>	<b>8,468</b>	<b>25.00</b>	<b>46,429.84</b>
<b>Fiscal Year</b>		<b>46,429.84</b>					
<b>All Monies</b>							

	A	B	C	D	E	F
1		<b>GILA COUNTY RECORDER</b>				
2						
3		<b>REPORT FOR</b>		<b>AUG 2011</b>		
4						
5	<b>SECTION I</b>		<b>CREDIT</b>	<b>DEBIT</b>	<b>TOTAL</b>	<b>EXPLANATION</b>
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$10,657.00	\$0.00	\$0.00	
7		PAID OUT OF SUSPENSE ACCT		\$12,553.60	\$1,731.60	
8		RECORDING FEES	\$16,317.60	\$0.00	\$0.00	
9		REFUNDS-EXCESS FEES	\$0.00	\$41.00	\$41.00	
10		INTEREST PD TO ACCT	\$0.90	\$0.00	\$0.90	
11		RECEIPT EDIT		\$0.00		
12	<b>TOTAL 1005 FUNDS</b>		\$26,975.50	\$12,594.60	\$14,380.90	
13						
14	<b>SECTION II</b>					
15		7143 FUND (ASSESSOR)	\$4,536.00	\$0.00	\$4,536.00	
16		7145 FUND (RECORDER)	\$4,796.00	\$0.00	\$4,796.00	
17		7146 FUND (MINING - 80% STATE TREAS)	\$92.00	\$92.00	\$92.00	
18		7146 FUND (MINING - 20% RECORDER)	\$23.00	\$0.00	\$23.00	
19		7147 FUND (COMPUTER SVCS)	\$1,774.56	\$0.00	\$1,774.56	
20	<b>TOTAL SEC II FUNDS</b>		\$11,221.56	\$92.00	\$11,221.56	
21						
22	<b>COMBINED TOTALS - TOTAL FEES COLLECTED</b>		\$38,197.06	\$12,686.60	\$25,510.46	
23						
24						

# House Account Summary

Gila County AZ Recorder

For the Period of 08/01/2011 - 08/31/2011

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$243.00)	\$30.00	\$0.00	(\$213.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$20.57)	\$0.00	\$0.00	(\$20.57)
ADOT	AZ DEPT OF TRANS	(\$295.50)	\$0.00	\$0.00	(\$295.50)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$359.00)	\$70.00	\$0.00	(\$289.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$76.00)	\$14.00	\$0.00	(\$62.00)
AWC	ARIZONA WATER COMPANY	(\$250.00)	\$0.00	\$0.00	(\$250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	\$180.00	\$26.00	\$0.00	\$206.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,074.00)	\$0.00	\$0.00	(\$2,074.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$117.00)	\$0.00	\$0.00	(\$117.00)
DOCUT	DOCUTECH CORP	(\$289.00)	\$0.00	\$0.00	(\$289.00)
EQUIT	EQUITY SERVICES	(\$246.00)	\$6.00	\$0.00	(\$240.00)
ERAY	ERA YOUNG REALTY	(\$196.20)	\$46.80	\$0.00	(\$149.40)
EXCEL	EXCEL DOCUMENT SERVICES	(\$195.00)	\$0.00	\$0.00	(\$195.00)
FARES	First American Coreologic Inc.	(\$56.40)	\$0.00	\$0.00	(\$56.40)
FATM	FIRST AMERICAN MICROFICHE	(\$312.40)	\$181.80	\$0.00	(\$130.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$665.00)	\$0.00	\$0.00	(\$665.00)
FNDS	LPS APPLIED ANALYTICS	(\$1,318.20)	\$190.00	\$0.00	(\$1,128.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$31.50	\$0.00	\$0.00	\$31.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$65.00)	\$18.00	\$0.00	(\$47.00)
IMAPP	IMAPP, INC	(\$19.40)	\$0.00	\$0.00	(\$19.40)
IRS	INTERNAL REVENUE SERVICE	(\$72.00)	\$180.00	(\$180.00)	(\$72.00)
LA001	First American Title Lenders Advantage	(\$491.50)	\$0.00	\$0.00	(\$491.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$1,358.00)	\$175.00	\$0.00	(\$1,183.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$206.00)	\$1,049.00	(\$1,000.00)	(\$157.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$1,150.00)	\$7,790.00	(\$7,000.00)	(\$360.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$205.00)	\$24.00	\$0.00	(\$181.00)
simplifile	Simplifile - eRecording	(\$371.00)	\$2,753.00	(\$2,606.00)	(\$224.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,232.20)	\$0.00	\$0.00	(\$1,232.20)
Title 1 copy	Debbie Swann	(\$53.00)	\$0.00	\$0.00	(\$53.00)
Totals		(\$12,175.87)	\$12,553.60	(\$10,786.00) -129.00 from July <u>10,657.00</u>	(\$10,408.27)

**ARF-853**

**3- M**

**Regular BOS Meeting**

**Meeting Date:** 10/03/2011

**Reporting Period:** Human Resources reports for the weeks of 09/27/11 and 10/4/11.

**Submitted For:** Berthan DeNero

**Submitted By:** Erica  
Raymond,  
Human  
Resources

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### **Information**

**Subject**

Human Resources reports for the weeks of September 27, 2011, and and October 4, 2011.

**Suggested Motion**

Approval of the Human Resources reports for the weeks of September 27, 2011, and October 4, 2011.

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### **Attachments**

[09/27/11 Human Resources Agenda](#)

[10/04/11 Human Resources Agenda](#)

**HUMAN RESOURCES ACTION ITEMS**  
**SEPTEMBER 27, 2011**

**DEPARTURES FROM COUNTY SERVICE:**

1. Dawna VanPraag – Community Services – Administrative Clerk – 09/23/11 – Workforce Investment Act IV Fund – DOH 07/05/11 – Resignation
2. Ruben Mancha – Globe Regional Justice Court – Justice Court Clerk Associate – 09/09/11 – General Fund – DOH 02/07/11 – Resignation
3. Sharon Caridi – Health and Emergency Services – Administrative Clerk Sr. – 10/18/11 – Health Services Fund – DOH 07/21/08 – Resignation

**VOLUNTEERS TO COUNTY SERVICE:**

4. Michelle Dillard – Globe Regional Justice Court – Volunteer – 07/07/11
5. Freddie Ramos – Globe Regional Justice Court – Volunteer – 09/12/11
6. Rita Lewis – Globe Regional Justice Court – Volunteer – 09/14/11

**END PROBATIONARY PERIOD:**

7. Laurie Sauro – Community Services – Administrative Clerk Sr. – 08/22/11 – Various Funds
8. Catherine Levario – Public Works – Solid Waste Services Worker – 10/10/11 – Solid Waste Fund
9. Sally Fulmer – Community Services – Career and Employment Specialist – 08/02/11 – Various Funds

**POSITION REVIEW:**

10. Leslie Mora – Health and Emergency Services – Community Health Assistant – 09/29/11 – Change in number of hours worked per week from 32 to 40 hours per week

**REQUEST PERMISSION TO POST:**

11. Health and Emergency Services – Animal Control Officer – Vacated by Devin Chavez – Date Vacated 09/16/11 – Waiver of 120 Day Hiring Freeze approved 09/09/11

**SHERIFF'S PERSONNEL ACTION ITEMS**

**HIRES TO COUNTY SERVICE:**

12. Melissa Marie Ramos – Sheriff's Office – Detention Officer – 10/10/11 – General Fund – Replacing Philip O' Connor
13. Nash Allen Marlow – Sheriff's Office – Detention Officer - 10/10/11 – General Fund – Replacing Douglas Stevenson
14. Gary Allen Eggert – Sheriff's Office – Deputy Sheriff – 10/05/11 – General Fund – Replacing Virgilio Dodd

**END PROBATIONARY PERIOD:**

15. Beth Ann Davies – Sheriff's Office – Detention Officer – 09/27/11 – General Fund

**HUMAN RESOURCES ACTION ITEMS  
OCTOBER 4, 2011**

TEMPORARY HIRES TO COUNTY SERVICE:

1. Paul R. Larkin – Globe Regional Justice Court – Temporary Pro-Tem – 09/20/11 – General Fund

END PROBATIONARY PERIOD:

2. Joseph Williams – Assessor – Appraiser – 10/11/11 – General Fund

POSITION REVIEW:

3. Robert Whittle – Public Works – Solid Waste Operations Worker – 09/26/11 – Probationary Period extended to October 24, 2011

**SHERIFF'S PERSONNEL ACTION ITEMS**

DEPARTURES FROM COUNTY SERVICE:

4. Kevin M. Fane – Sheriff's Office – Detention Officer – 09/28/11 – General Fund – DOH 11/13/06 – Resignation
5. Carl Melford – Sheriff's Office – Detention Officer – 09/29/11 – General Fund – DOH 02/09/09 – Resignation